

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

H ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

5

2

5

270213

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$ 45,750.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Edwin A. & John O. Crandell, Inc.

Address

715 Crandell Road
West River, Maryland 20778

Secured Party

Farmers National Bank of Md.

Address

5 Church Circle
Annapolis, Maryland 21401

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Gradall G-1000 #NP267657

RECORD FEE	10.00
RECORD TAX	12.00
POSTAGE	1.50
TOTAL	23.50

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

EDWIN A. & JOHN O. CRANDELL, INC.

John O. Crandell
John O. Crandell, Sr. PRESIDENT

Charles A. Crandell
Charles A. Crandell TREASURER

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY *B. Mon*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

12
322
su

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
 Bella's, Inc. T/A Bee Hive Inn
 Charles G. Smith, President

Address
 1052 Cape St. Claire Rd.,
 Annapolis, Md. 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

IBM Keyboard	Serial #	1099820
IBM Computer		1290589
IBM P/N Screen		SN0269058
OTI Data Printer		611A0067233
Sanyo Cash Register #7100		73800334
Sanyo Cash Register #7100		73900405
Metroligic Scanner		260-741-10249147
Metroligic Scanner		260-741-10749147

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Charles G. Smith
Charles G. Smith

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY *Lillian J. DeBeard*
Pr. Mgr.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

105
1200
50

STATE OF MARYLAND

FINANCING STATEMENT FORM 1000-1

Identifying File No. 525 PAGE 3

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

272289

Name Mistral Inc.

Address 7222 Parkway Drive Dorsey, MD 21076

2. SECURED PARTY

Name Great Northern Funding Corp.

Address 11500 Rockfield Court Cincinnati, Ohio 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1) Refurbished RR-15 Snack machine s/n# 9370
- 1) Refurbished Combo Can Drink Machine s/n# 325089
- 1) Refurbished Microwave Oven s/n# 3358

Name and address of Acceptor



CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Frank Ritterman, Controller
(Signature of Debtor)

Mistral, Inc., Frank Ritterman, Controller
Type or Print Above Name on Above Line

(Signature of Debtor)

David Sloan
(Signature of Secured Party)

(Signature of Secured Party)

Great Northern Funding Corp., David Sloan, Leasing Manager
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 525 PAGE 4

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 062590

RECORDED IN LIBER 523 FOLIO 340 ON February 24, 1988 (DATE)

1. DEBTOR

Name Major Vend, Inc.
Address 1548 Lodge Pole Ct. Annapolis, MD 21401

2. SECURED PARTY

Name Great Northern Funding Corp.
Address 11500 Rockfield Ct. Cincinnati, OH 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assigned to: First National Bank of Cincinnati 5th & Walnut Sts. Cincinnati, OH 45202</p>	

Dated _____

David W. Sloan

(Signature of Secured Party)
David W. Sloan, Leasing Manager
Great Northern Funding Corp.
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 525 PAGE 5

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 236488

RECORDED IN LIBER 453 FOLIO 537 ON 2-2-81 (DATE)

1. DEBTOR

COUNTY

Name Refuse Removers, Inc.
199 Chinguapin
Address Annapolis, MD 21401

2. SECURED PARTY

Name General Tire & Rubber
45 Brunswick
Address Edison, NJ 08817

Return to: General Tire, Inc., One General Sts., Akron, OH 44329 - Attn: J. Werstler
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> termination (Indicate whether amendment, termination, etc.)</p>

Dated March 14, 1988

J. Allen Slaby
(Signature of Secured Party)
J. Allen Slaby, Reg. Credit Manager
Type or Print Above Name on Above Line

10

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 510

Page No. 310

Identification No. _____

Dated 4/3/87

Debtor: ROBINTECH INCORPORATED
1. ~~Debtor(s)~~ } Name 2024 West St., Suite 306, Annapolis, Maryland 21401
Address—Street No. City - County State Zip Code

2. Secured Party } MARYLAND NATIONAL LEASING CORPORATION
Name 502 Washington Avenue, Towson, Maryland 21204
Address—Street No. City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>

Amendment: See attachment

DEBTOR(S):
GENERAL INDICATOR GROUP, INC.
(Successor by merger to Robintech Incorporated)
By: Martin F. Blaz ✓

SECURED PARTY:
MNC LEASING CORPORATION (formerly, known as Maryland National Leasing Corporation)
By: [Signature]
VICE PRESIDENT

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Alan J. Mogol, Esq., Ober, Kaler, Grimes & Shriver
Name and Address 1600 Maryland National Bank Bldg. 21202

10.00

Amendment:

1. By changing Debtor's name to: General Indicator Group, Inc.
2. By changing Secured Party's name to: MNC Leasing Corporation.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 525 PAGE 8

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HEB Equipment Co., Inc.
Address 15223 Molly Pitcher Highway, Greencastle, PA 17225

*ADDITIONAL LOCATIONS OF COLLATERAL

2. SECURED PARTY

Name Kidde Credit Corporation
Address 30 Washington Center, Hagerstown, MD 21740

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (a) One (1) Z90A Hyster Forklift S/N A179P1670D and One (1) Z90B Hyster Forklift S/N B179C1524E together with all existing attachments, accessions, and accessories and all existing and future replacements, substitutions, replacement parts, and repairs therefor, incorporated therein, attached or affixed thereto, and/or used in connection therewith; and
(b) All cash and non-cash proceeds of the foregoing in (a) above, including, but not limited to, proceeds of any insurance covering any of the foregoing.

NOT SUBJECT TO RECORDATION TAX
CHECK [X] THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

*ADDITIONAL LOCATIONS OF COLLATERAL:

P. O. Box 1066
1066C Virginia Ave.
Harrisonburg, VA 22801
449 N. Potomac Street
Hagerstown, MD 21740
809-J Barkwood Court
Linthicum Heights, MD 21090

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)
HEB EQUIPMENT CO., INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

KIDDE CREDIT CORPORATION

Type or Print Above Signature on Above Line

1130

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of additional Sheets Presented 5287

1. Debtor(s) (Last Name, First and Addressed) Matthews Construction Co., Inc. 651 Queenstown Road Severn, MD 21144

2. Secured Party(ies) Name(s) and Address(es) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237

FILED OFFICE FEE 10.00 FILING OFFICER

3. (a) This statement refers to original Financing Statement bearing File No. 263151 501 376 Filed with Anne Arundel Co. Date Filed 8/7/86 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block.

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
6. XX Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.
7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. One (1) Caterpillar Model 953LGP Track Loader S/N 20Z00529 ASSIGNEE OF SECURED PARTY Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

10. Signatures: Alban Tractor Co., Inc. By [Signature]

By Debtor(s) (necessary only if item 7 is applicable)

By Secured Party(ies)

(1) Filing Office Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above.

UCC 3

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

Fotomat Corporation
7381A Baltimore Annapolis
Glen Burnie, MD 21061

2 Secured Party(ies) and address(es)

Tohlease Corporation
360 Madison Avenue
New York, NY 10017

3 Maturity date (if any)

For Filing Officer (Date, Time,
Number, and Filing Office)

4 This financing statement covers the following type(s) for item(s) of property

All of Lessor's right, title and interest now existing or hereinafter acquired, in and to the Equipment described in Lease Equipment list attached hereto and made a part hereof.

This financial statement is being filed as a precaution in the event that, contrary to the parties' intention, the transaction is determined to be other than a true lease.

5 Assignee(s) of Secured Party and Address(es)

Recordation Tax does not apply

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Filed with

Anne Arundel County, MD

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

FOTOMAT CORPORATION

TOHLEASE CORPORATION

By

[Signature]
Signature(s) of Debtor(s)

By

[Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

AKASH KALSHAN
(For Use in Most States)

MARYLAND

	<u>Equipment</u>	<u>Location</u>	<u>Serial #</u>
1	402/502 Film Processor	Glen Burnie	34500057
1	Color Printer 502	"	33100067
1	Paper Processor 502	"	36500067
1	7UJ9 NM-54 5"135F127X89B	"	
1	Paper Supply Magazine	"	
1	Neg. Mask Lens 110	"	
1	Mirror Tunnel 110-L	"	
5	Film Magazine 110-C	"	
4	Chemical Overflow Containers	"	
1	Densitometer 810TR	"	003434
1	Film Leader Puller 135M	"	
1	Film Sleever Manual	"	6141
1	Silver Recovery Unit	"	825

TO BE RECORDED IN LAND RECORDS SUBJECT TO NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$30,000

FINANCING STATEMENT

1. Debtor(s): FREDERICK T. CHUNG 753 Lannerton Road, Baltimore, Maryland 21220
2. Secured Party: D.M.P., INC. c/o Dulcie M. Powell P.O. Box 99, Annapolis, MD 20765

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Property described in Security Agreement dated November 23, 1987 - including inventory, equipment and fixtures

4. If above described personal property is to be affixed to real property, describe real property. Fixtures located at 7074 Benbe Beach Road, Annapolis, Maryland 21403

5. If collateral is crops, describe real estate. n/a

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S): Signature of Debtor FREDERICK T. CHUNG
SECURED PARTY: D.M.P., INC. BY: Dulcie M. Powell President

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: DONG H. CHUNG, ESQ. 753 Lannerton Road Baltimore, Maryland 21220 686-3535



RECORDING FEE 13.00
RECORDING TAX 210.00
POSTAGE .30
TOTAL DUES FEE 104.46
03/30/88



Handwritten note: 1350 210

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER. 485 FOLIO 349 ON May 17, 1985 (DATE)

1. DEBTOR

Name ENTREX CORPORATION T/A Mums Restaurant

Address 136 Dock Street, Annapolis, Maryland 21401

2. SECURED PARTY

Signet Bank N.A. formerly

Name Security National Bank

Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>
	<p>RECORD FEE 10.00 POSTAGE .50 BL CLEAR</p>	

Signet Bank N.A. formerly
Security National Bank

Dated December 14, 1987

Peter J. Rozelle
(Signature of Secured Party)

Peter J. Rozelle
Type or Print Above Name on Above Line

Mail to

RETURN TO:
BAY TITLE COMPANY
P. O. Box 1223
222 Severn Avenue
Annapolis, Maryland 21403

T4599

15.00

H112447

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Gerard S. Lamkin Unit 116 F
 Cathedral St.
 Annapolis, Md 21401

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Debra Grimm 100 S. Charles St.,
 Documentation Asst. Baltimore, Md 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 _____ (Seal) _____ (Seal)
 Gerard S. Lamkin _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

1150

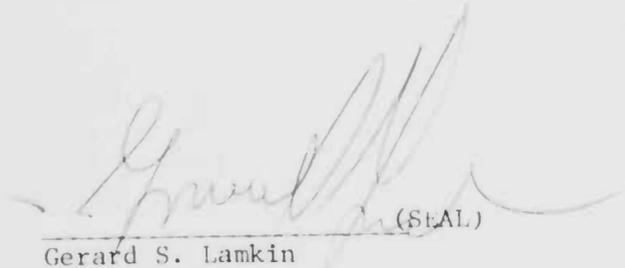
SCHEDULE A

FD-525 PAGE 15

This Schedule A is attached to and made a part of a Financing Statement by and between Gerard S. Lamkin (the "Debtor") and Equitable Bank, National Association (the "Bank") dated 3/1/84.

SECTION 7G Continued

All rights title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as 116 F Cathedral St., located in Anne Arundel County, Maryland.


Gerard S. Lamkin (SEAL)

Mail to



TERMINATION OF FINANCING STATEMENT

This financing statement termination is presented to a filing officer pursuant to the Uniform Commercial Code.

DEBTOR: TOLDO COMPANY, N.V., a Netherlands Antilles Corporation

ADDRESS: c/o P.O. Box 847
Court House Square
2009 Fourteenth Street, N.
Arlington, Virginia 22216

SECURED PARTY: Crestar Bank (formerly United Virginia Bank)
515 King Street
Alexandria, Virginia 22314

SECURITY AND COLLATERAL:

All of the collateral described in the original Financing Statement filed in Liber 438, at page 503.

DESCRIPTION OF REALTY:

Lot 24, Section Nine, Parkway Industrial Center, Anne Arundel County, Maryland

RECORDING INFORMATION OF FINANCING STATEMENT BEING TERMINATED:

Financing Statement filed in Liber 438, at page 503, on June 15, 1981, in the Clerk's Office of the Circuit Court of Anne Arundel County, Maryland. Said financing statement is hereby terminated as to the said property, the indebtedness secured thereby having been paid in full to the undersigned.

SECURED PARTY:

CRESTAR BANK, formerly known as
United Virginia Bank

By: Quinn Russell
Its Vice President
Assistant

DATE:

10/50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		No. of additional Sheets Presented	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Primary Industries Corp. 666 Fifth Ave. New York, N.Y. 10103	2. Secured Party(ies) Name(s) and Address(es): Citibank, N.A. Citicorp Center 153 E. 53rd St. New York, N.Y. 10043	4. For Filing Officer: Date, Time, No. Filing Office	

5. This statement refers to original Financing Statement No. 259135 filed (date) 11/8/85 with Anne Grundel County, Md.

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

This statement is to be indexed in the Real Estate Records Section Block STAGE Lot 50

STANDARD FORM 1043B
 11/20/85
 BL
 ALBMA

By _____ Signature(s) of Debtor(s) (only on amendment)
 By MSBey Signature(s) of Secured Party(ies)
 Citibank, N.A.

STATE OF MARYLAND

BOOK 525 PAGE 18

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242966

RECORDED IN LIBER 450 FOLIO 541 ON 6/17/82 (DATE)

1. DEBTOR

Name Cornell Leasing Corp

Address 80 West Street
Annapolis, MD 21401

2. SECURED PARTY

Name ITT Industrial Credit Company

Address P.O. Box 1071,
Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">termination</p>

RECORD FEE 20.00
RECORDING DEPT HAS T07439
03/30/82



Dated 3-22-88

William C. ...
(Signature of Secured Party)

ITT Industrial Credit Company 40513019
Type or Print Above Name on Above Line

10

STATE OF MARYLAND

BOOK 525 PAGE 19

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242348

RECORDED IN LIBER 449 FOLIO 197 ON 4/30/82 (DATE)

1. DEBTOR

Name Cornell Leasing Corp

Address 80 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name ITT Industrial Credit Company

Address P.O. Box 1071, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>termination</p>

RECORD FEE \$10.00
\$10.00 CT 7 MAR 10/43P
4/30/82
BL ALERK

Dated 3-22-88

Kenneth C. Gentry
(Signature of Secured Party)

ITT Industrial Credit Company 40513027
Type or Print Above Name on Above Line

15

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 525 PAGE 20

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Golt, James
Golt's Ferndale Texaco
Address 7201 B & A Blvd, Ferndale, Md 21061

2. SECURED PARTY

Name R & B Leasing Associates
Address 2861 Jessup Rd, Box 570 Jessup Md 20794

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1-Allen Engine Analyzer
Model #62-200

Serial Number A7B-1870/B7A-1579

Name and address of Assignee

" THIS IS A CONDITIONAL SALES CONTRACT AGREEMENT "

" NOT SUBJECT TO RECORDATION TAX "

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James Golt
(Signature of Debtor)

Golt's Ferndale Texaco/James Golt Proprietor
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Stuart R. R...
(Signature of Secured Party)

R & B Leasing Associates

Type or Print Above Signature on Above Line

10-



FINANCING STATEMENT FORM UCC-2

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 2-19-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~XXXXXX~~ Lessee UNC Incorporated, UNC Aerospace Division
Address 175 Admiral Cochran Drive, Annapolis, MD 21401

2. Name of ~~XXXXXX~~ Lessor General Electric Credit Corporation
Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party _____
Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)
This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. Two White-Sunstrand Machining Centers, One Rambaudi Profiler, One Magnaflux Inspection Unit, One Lodge and Shipley Power Lathe, and One Cincinnati Milling Machine as more fully described in Annex A to Schedule No. 6 attached hereto and made a part hereof. Includes all proceeds, replacements, and accretions attached thereto and any substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

Not Subject to Recordation Tax

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of ~~XXXXXX~~ Lessee

UNC Incorporated, UNC Aerospace Division
Type or Print Above Signature on Above Line

(Signature of ~~XXXXXX~~ Lessee

Type or Print Above Signature on Above Line

SECURED PARTY

General Electric Credit Corporation
(Name of Dealership)

By _____
(Signature of ~~XXXXXX~~ Lessor

Type or Print Above Name on Above Line

Office of the Clerk of the Circuit Court, Anne Arundel County, MD

1350

SCHEDULE NO. 6
 DATED THIS 2-18, 1988
 TO MASTER LEASE AGREEMENT
 DATED AS OF 01/19/81, 1988

Description of Equipment

<u>Manufacturer</u>	<u>Type and Model of Equipment</u>	<u>Number of Units</u>	<u>Cost Per Unit</u>	<u>Serial Numbers</u>	<u>Titled States</u>
White-Sunstrand	1981 5 Axis ATC NC Horizontal Machining Center, Mdl. Series 80 Omnimill equipped with Auto Tool Changer, Rotary Table, Vega III "G" CNC Control. X axis: 72 inches Y axis: 60 inches Z axis: 54 inches	One		80-210 <i>210</i>	
Rambuadi Profiler	1981 Heavy Duty, 3 Axis Vertical N/C Milling Machine, Mdl. N/C 1000/3x20 equipped with 3 Spindles, 20 hp Vega III "G" CNC Control. X axis: 145.5 inches Y axis: 39.3 inches Z axis: 40.0 inches	One		RA-10-119 <i>11-2121</i>	
White-Sunstrand	1981 4 axis ATC NC Horizontal Machining Center, Mdl. OM-2A Omnimill equipped with Auto Tool Changer, Shuttle pallets, Index Tables, 40 Tool Changer, Vega III "G" CNC Control. X axis: 40 inches Y axis: 32 inches Z axis: 26 inches	One		502	

FINANCING STATEMENT FORM UCC-2

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 2-19-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~Debtor~~ Lessee UNC Aerospace Division of UNC, Incorporated
Address 175 Admiral Cochran Drive, Annapolis, MD 21401

2. Name of ~~Secured Party~~ Lessor General Electric Credit Corporation
Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party _____
Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) n/a

5. This financing statement covers the following types (or items) of property: (list)
This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. Two White-Sunstrand Machining Centers, One Rambdaui Profiler, One Magnaflux Inspection Unit, One Lodge and Shipley Power Lathe, and One Cincinnati Milling Machine as more fully described in Annex A to Schedule No. 6 attached hereto and made a part hereof. Includes all proceeds, replacements, and accretions attached thereto and any substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.

Not Subject to Recordation Tax

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

(Signature of ~~Debtor~~ Lessee
UNC Aerospace Division of UNC, Incorporated
Type or Print Above Signature on Above Line
Jack M. [Signature]
(Signature of ~~Debtor~~ Lessee
Type or Print Above Signature on Above Line

SECURED PARTY
General Electric Credit Corporation
(Name of Dealership)
By [Signature]
(Signature of ~~Debtor~~ Lessor
Type or Print Above Name on Above Line

Office of the Clerk of the Circuit Court, Ann Arundel County, MD

1350

ANNEX A

SCHEDULE NO. 6
 DATED THIS 2-19, 1988
 TO MASTER LEASE AGREEMENT
 DATED AS OF 8-21, 1984

Description of Equipment

<u>Manufacturer</u>	<u>Type and Model of Equipment</u>	<u>Number of Units</u>	<u>Cost Per Unit</u>	<u>Serial Numbers</u>	<u>Titled States</u>
White-Sunstrand	1981 5 Axis ATC NC Horizontal Machining Center, Mdl. Series 80 Omnimill	One		80-210 <i>310</i>	
equipped with	Auto Tool Changer, Rotary Table, Vega III "G" CNC Control. X axis: 72 inches Y axis: 60 inches Z axis: 54 inches			<i>8/9/87</i>	
Rambuadi Profiler	1981 Heavy Duty, 3 Axis Vertical N/C Milling Machine, Mdl. N/C 1000/3x20	One		RA 10-119 <i>11-0101</i>	
equipped with	3 Spindles, 20 hp Vega III "G" CNC Control. X axis: 145.5 inches Y axis: 39.3 inches Z axis: 40.0 inches			<i>8/9/87</i>	
White-Sunstrand	1961 4 axis ATC NC Horizontal Machining Center, Mdl. OM-2A Omnimill	One		502	
equipped with	Auto Tool Changer, Shuttle pallets, Index Tables, 40 Tool Changer, Vega III "G" CNC Control. X axis: 40 inches Y axis: 32 inches Z axis: 26 inches				

[Handwritten signature]

<u>Manufacturer</u>	<u>Type and Model of Equipment</u>	<u>Number of Units</u>	<u>Cost Per Unit</u>	<u>Serial Numbers</u>	<u>Titled States</u>
Magnaflux consisting of	Used Zyglon Inspection System, Mdl. ZR3072A 3 immersion tanks, conveyor rolls, 2 rinse tanks, dryer cabinet, and black light inspection booth.	One		52453	
Lodge and Shipley	1975 Turn Lathe Mdl. 2516/27	One		45725	
Cincinnati	1960's Universal Milling Machine, Mdl. 315	One		4J23P5L4	

All equipment above includes all attachments and accessories now or hereafter attached thereto.

Mail to General Electric Credit

Initials: _____

Amaltes
Lessor

Fred M. Timney
Lessee

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. _____

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first) Brisson & Scarff T/A Bray & Scarff 11950 Baltimore Ave. Beltsville, Maryland 20705	2. SECURED PARTY THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

Brisson & Scarff T/A Bray & Scarff
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: [Signature] (SEAL)
Bennett Scarff

By: [Signature]
John J. Mulkey Vice President/Treasurer

By: _____ (SEAL)

(Date Signed by Debtor)



INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

17.50

FILING OFFICE: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 525 PAGE 29

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BEEBE, Bryan M. D.D.S.

Address 1161 Spa Rd.; Annapolis, MD 21403

2. SECURED PARTY

Name HPSC, INC.

Address 25 Stuart Street; Boston, MA 02116

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

"SECURED PARTY HAS THE COLLATERAL TO SELL, THEREFORE, IT IS EXEMPT FROM THE RECORDATION TAX." SEE FORM "A" ATTACHED NO SALE IS AUTHORIZED

Name and address of Assignee

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

BRYAN M. BEEBE, D.D.S.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

HPSC, INC.

Type or Print Above Signature on Above Line

11-50



Form A

BOOK 525 PAGE 30

Page _____

Lessee: Bryan M. Beebe, DDS

Schedule to Equipment Lease

Quantity	Mfg.	Item Description
1		Vac block assy. Port
1		Vac valve (rotary value) adec
1		holder assy. adec
1		Celebrity std. chair HCO
1		Motor + nose cone 4 hole MW
1		Contra sheath MW
1		BB head MW
1		Cavi endo unit DSY
1		FO rubing straight 4 hole w/ swivel
1		Validator autoclave P+C
1		HVE adapt. assy for 3/8 polyflow tub. POR
1		.10' 3/8 tubing w/ fittings POR
		Less: trade in items

Total

Lessee(s): X Bryan M. Beebe, DDS

STATE OF MARYLAND

BOOK 525 PAGE 31

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264769

RECORDED IN LIBER 505 FOLIO 114 ON Nov. 20, 1986 (DATE)
Anne Arundel County, Maryland

1. DEBTOR

Name WTC AIR FREIGHT
Address 2600 Cabover Drive, Suite D & E
Hanover, MD 21076

2. SECURED PARTY

Name FOOTHILL CAPITAL CORPORATION
Address 11111 Santa Monica Blvd., #1500
Los Angeles, CA 90025-3333

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

FOOTHILL CAPITAL CORPORATION

1070

Dated March 9, 1988

By:

Pamela S. Ferro
(Signature of Secured Party)

PAMELA S. FERRO
Type or Print Above Name on Above Line

V-L

Anne Arundel
County
STATE OF MARYLAND
FINANCING STATEMENT FORM UC01

BOOK 525 PAGE 32
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D.M. Systems, Ltd.

Address 1257 Ramble Wood Drive, Annapolis, MD 21401

2. SECURED PARTY

Name XL/Datacomp, Inc.

Address 908 N. Elm Street

Hinsdale, IL 60521

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Lease #BWL-1066, Schedule A

A Lease from XL/Datacomp, Inc. to D.M. Systems, Ltd. at 1257 Ramble Wood Drive, Annapolis, MD 21401 of the following equipment:

SEE ATTACHED SCHEDULE A

as described together with the rentals and proceeds thereof and the equipment described in said Lease.

CONDITIONAL SALES CONTRACT

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

D.M. Systems, Ltd.

Dee Mitchell
(Signature of Debtor)

DEE MITCHELL PRES/OWNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

XL/Datacomp, Inc.

Colleen Ferlin
(Signature of Secured Party)

Colleen Ferlin

LEASE ACCOUNTANT

Type or Print Above Signature on Above Line

11/50

SCHEDULE A TO LEASE AGREEMENT NO. BWL1066 DATED December 11, 1987

LESSEE: D.M. Systems, Ltd.
 LEASE DATE: December 11, 1987
 EQUIPMENT LOCATION: 1257 Ramble Wood Drive, Annapolis, MD 21401
 COMMENCEMENT DATE: upon acceptance
 MANUFACTURER: IBM
 INITIAL TERM: 24 months after the first day of the month following the commencement date:

Quantity	Type	Model	Description	Serial No.	Monthly Rent
1	8530	021	PS2	#1270923	
1	4869	001	5.25 Ext. Disk Drive	#11724	
1	8503	001	Display	#0309782	
1	6280	60	DOS	#02046894	
1	EPSN	286	FX286 Printer & Cable		\$149.00

Mail to Illinois Code Co

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
Name AMERICAN BEEPER ASSOCIATES LIMITED PARTNERSHIP d/b/a PAGE PLUS AND MCMILLEN COMMUNICATIONS CORPORATION
Address 8325 Guilford Rd. - Suite A - Columbia, Maryland 21046

2. SECURED PARTY
Name FLEET CREDIT CORPORATION
Address 111 Westminster St.
Providence, R.I. 02903

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Fleet Credit Corporation - 4360 Chamblee-Dunwoody Rd. - Suite 428 - Atlanta, Georgia 30341

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
ALL EQUIPMENT AS LISTED ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF. This equipment is owned by Fleet Credit Corporation and is being leased to American Beeper Associates Limited Partnership d/b/a Page Plus and McMillen Communications Corporation under a true lease. This filing is a memo of the lease transaction.

RECORD FEE 15.00
POSTAGE 1.00
TOTAL CITY AND COUNTY FEES 16.00

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Record Owner of Realty: Mannequin Corporation
Description of Real Estate: 1 story brick building

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

AMERICAN BEEPER ASSOCIATES LIMITED PARTNERSHIP d/b/a PAGE PLUS

By: Franklin O. Bolling

(Signature of Debtor)

Franklin O. Bolling, General Partner

MCMILLEN COMMUNICATIONS CORPORATION

~~Type or Print Name of Above Line~~

By: Edward J. Dyas

(Signature of Debtor)

Edward J. Dyas, Chairman

Type or Print Above Signature on Above Line

FLEET CREDIT CORPORATION

(Signature of Secured Party)

Amy D. Stewers - authorized agent

Type or Print Above Signature on Above Line

1950

SCHEDULE "A"
TO UCC-1 FINANCING STATEMENT

800 525 PAGE 35

1000585612
NAME: AMERICAN BEEPER ASSOCIATES LIMITED
PARTNERSHIP d/b/a PAGE PLUS

This Schedule "A" is attached to and made part of a UCC-1 Financing Statement on which AMERICAN BEEPER ASSOCIATES LIMITED PARTNERSHIP d/b/a PAGE PLUS Debtor and Fleet Credit Corporation is Secured Party.

EQUIPMENT LOCATED AT: 120 ROESLER RD. - GLEN BURNIE, MARYLAND

- (1) QT7083L LOWBAND DIGITAL TX 350W - SERIAL NO. 19984
FREQ. 35.20 MHZ
- (1) TCC-D DIGITAL TRANS. CONTROL CHASSIS - SERIAL NO. 19984
- (1) PM250C-L POWER MONITOR W/ALARM 200-400W - SERIAL NO. 19984
- (1) RL70XC PASS THRU RECEIVER - SERIAL NO. 7011955 - FREQ. 72.46 MHZ
- (1) PLP-2 GAS TUBE LIGHTNING PROTECTOR
- (1) PLP-1 GAS TUBE LIGHTNING PROTECTOR
- (1) DELAY-6000 AUDIO DELAY BD. 600-6000 USEC - SERIAL NO. 19984
- (1) QT7083L LOWBAND DIGITAL TX 350W - SERIAL NO. 20002 FREQ. 35.20MHZ
- (1) TCC-D DIGITAL TRANS. CONTROL CHASSIS - S.N. 20002
- (1) PM250C-L POWER MONITOR W/ALARM 200-400W - SERIAL NO. 20002
- (1) RL70XC PASS THRU RECEIVER - SERIAL NO. 7032678 FREQ. 72.46 MHZ
- (1) PLP-2 GAS TUBE LIGHTNING PROTECTOR
- (1) PLP-1 GAS TUBE LIGHTNING PROTECTOR
- (1) DELAY-6000 AUDIO DELAY BD. - 600-6000 USEC - SERIAL NO. 20002
- (1) QT7083L LOWBAND DIGITAL TX 350W - SERIAL NO. 20001 FREQ. 35.20 MHZ
- (1) TCC-D DIGITAL TRANS. CONTROL CHASSIS - SERIAL NO. 20001
- (1) PM250C-L POWER MONITOR W/ALARM 200-400W - SERIAL NO. 20001
- (1) RL70XC PASS THRU RECEIVER - SERIAL NO. 7032681 - FREQ. 72.46 MHZ
- (1) PLP-2 GAS TUBE LIGHTNING PROTECTOR
- (1) PLP-1 GAS TUBE LIGHTNING PROTECTOR
- (1) DELAY-6000 AUDIO DELAY BD. 600-6000 USEC - SERIAL NO. 20001
- (1) QT7083L LOWBAND DIGITAL TX 350W - SERIAL NO. 19973 FREQ. 35.20MHZ
- (1) TCC-D DIGITAL TRANS. CONTROL CHASSIS - SERIAL NO. 19973
- (1) PM250C-L POWER MONITOR W/ALARM 200-400W - SERIAL NO. 19973
- (1) RL70XC PASS THRU RECEIVER - SERIAL NO. 7032692
FREQ. 72.46 MHZ
- (1) PLP-2 GAS TUBE LIGHTNING PROTECTOR
- (1) PLP-1 GAS TUBE LIGHTNING PROTECTOR
- (1) DELAY-6000 AUDIO DELAY BD. 600-6000 USEC - SERIAL NO. 19973

AND ALL ACCESSORIES AND ATTACHMENTS TO ALL OF THE ABOVE

This Schedule "A" is hereby verified as correct by those who acknowledge receipt of a copy.

Debtor: AMERICAN BEEPER
ASSOCIATES LIMITED
PARTNERSHIP D/B/A PAGE
PLUS

Secured Party: Fleet Credit Corporation

By: [Signature]

By: [Signature]

Title: [Signature]

Title: [Signature]

Debtor: MCMILLEN COMMUNICATIONS
CORPORATION

By: [Signature]
Title: [Signature]

277233

STATE OF MARYLAND

525 PAGE 36

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Smith, Warren, Jr., Smith, Joseph R., Smith Doris, Individually
Name and as Co-Partners T/A Warren Smith, Jr. & Son Trucking
Address 4752 Polling House Road Harwood, MD 20776

2. SECURED PARTY

Name Washington Freightliner, Inc.
Address 201 Ritchie Road, Bldg. A Capitol Heights, MD 20743
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Warren Smith, Jr., Joseph R. Smith, Doris Smith,
Individually and as Co-Partners T/A Warren Smith, Jr. & Son Trucking
See attached for original signature
(Signature of Debtor)

Credit Alliance Corporation

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line
LARRY F. RIMMEL, ADMIN. V.P.

Handwritten initials

CONDITIONAL SALE CONTRACT NOTE

Warren Smith, Jr., Joseph R. Smith & Doris Smith, Individually and as Co-

TO: Washington Freightliner, Inc.

FROM: Partners T/A Warren Smith, Jr. & Son Trucking

201 Ritchie Road, Bldg. A Capitol Heights, MD 20743

4752 Polling House Road Harwood, MD 20776

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1988 Freightliner Model FLC12064 Dump Truck S/N 1FVD2DY91JH323152 with 14.5 ft. Aluminum R & S Body

*See Schedule "A" attached hereto and made a part hereof for payment schedule.

- (1) TIME SALES PRICE \$ 127,972.00
(2) Less DOWN PAYMENT IN CASH \$ 12,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 115,972.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 4752 Polling House Road Harwood, Maryland 20776

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred fifteen thousand nine hundred seventy two and 00/100 ***** Dollars (\$ 115,972.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 6th day of May, 19 88, and continuing on the same date each month thereafter until paid; the first * installments each being in the amount of \$ * and the final installment being in the amount of \$ *

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense, to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise, in any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: March 21, 19 88
Accepted Washington Freightliner, Inc. (SEAL)
By:
(Witness as to Buyer's and Co-Maker's Signature)

BUYER(S)-MAKERS(S):
Warren Smith, Jr., Joseph R. Smith & Doris Smith, Individually and as Co-Partners T/A Warren Smith, Jr. & Son Trucking (SEAL)
By: Doris J. Smith
Co-Buyer-Maker:
Warren Smith, Jr. (SEAL)
By: Joseph R. Smith

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable hereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Witness) _____ (Signature: Title of Officer, "Partner" or "Proprietor") (SEAL) Signature of Seller

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 21, 1988

between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee,
and Warren Smith, Jr., Joseph R. Smith & Doris Smith, individually and as Co-Partners T/A Warren Smith, Jr. & Son Trucking 4752 Polling House Road Harwood, MD 20776 (Address)
(Name)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereof, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unamortized installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property; that CREDIT may in our name endorse any notes or branches (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract, and (2) the unpaid balance of the contract assigned

hereby is \$ 115,972.00 21st day of March, 19 88
IN WITNESS WHEREOF, we have hereunto set our hand and seal this

Washington Freightliner, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 200013

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Matthews Construction Company, Inc.
Address 651 Queenstown Road Severn, Maryland 21144

2. SECURED PARTY

Name Alban Tractor Co., Inc.
Address P.O. Box 9595 Baltimore, MD 21237

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Matthews Construction Company, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)
LARRY F. KIMMEL, ADMIN. V.P.

Type or Print Above Signature on Above Line



RECORD FEE 17.00
POSTAGE .50
M20200 0117 R03 708120
03/30/89

CONDITIONAL SALE CONTRACT NOTE

TO: Alban Tractor Co., Inc. FROM: Matthews Construction Company, Inc.
(Seller) (Buyer)
P.O. Box 9595 Baltimore, MD 21237 651 Queenstown Rd. Severn, MD 21144
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) Caterpillar Model 953LGP Track Loader, S/N 20Z00529	(1) TIME SALES PRICE	\$ 70,668.60
	(2) Less DOWN PAYMENT IN CASH	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 70,668.60

*except that there shall be no payments made during the months of January and February of the years 1988, 1989, and 1990.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
651 Queenstown Rd. Severn, MD 21144

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seventy thousand six hundred sixty eight and 60/100***** Dollars (\$ 70,668.60)

being the above indicated Contract Price (hereinafter called the "time balance") in 30 ~~XXXXXX~~ monthly installments, commencing on the 17th day of April, 19 88, and continuing on the same date each month thereafter until paid, *the first 29 installments each being in the amount of \$ 2,355.62 and the final installment being in the amount of \$ 2,355.62

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property ~~and any and all inventory, goods, equipment, machinery, fixtures, and a part of any real estate of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has an interest~~ (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: March 17, 19 88

Accepted Alban Tractor Co., Inc. (SEAL)
(Print Name of Seller Here)

Matthews Construction Company, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature]
George Wolbert Pres.
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]
 Co-Buyer-Maker:
Winson Matthews Pres. (SEAL)
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

3

R001 525 PAGE 41

INITIALS
 W
 HERE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Buyer plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser)	_____ (L.S.) (Guarantor-Endorser)
_____ (L.S.) (Guarantor-Endorser)	_____ (L.S.) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Witness) _____

By: _____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller
 _____ (Signature: Title of Officer, "Partner" or "Proprietor")

BOOK 525 PAGE 42



ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth,

the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 17, 1966, as Seller/Lessor/Mortgagee,

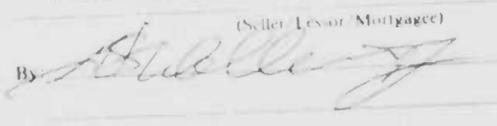
between Alban Tractor Co., Inc. and Matthews Construction Company, Inc. 651 Queenstown Rd. Severn, MD 21144

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unamortized installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 70,668.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of March, 1966

Alban Tractor Co., Inc. (Seal)
(Seller/Lessor/Mortgagee)
By: 

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 525 PAGE 44

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brady, Michael DBA: Collington Auto Service

Address 2006 Aberdeen Drive, Crofton Md

2. SECURED PARTY

Name Laureldale Leasing Associates

Address 2861 Jessup Rd, Box 570, Jessup Md 20794

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1-Allen Engine Analyzer
Model #62-010
Ser No - ABD-02495

Name and address of Assignee

" THIS IS A CONDITIONAL SALES CONTRACT AGREEMENT "
" NOT SUBJECT TO RECORDATION TAX "

RECORD FEE 12.00
RECORDING OFFICE TUESDAY
12/30/88

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)



Michael Brady
(Signature of Debtor)

Brady, Michael DBA: Collington Auto Service
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Stuart A. Rombro
(Signature of Secured Party)

STUART A ROMBRO
Type or Print Above Signature on Above Line



525 PAGE 45

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bud Harding Contractors, Inc.
Address 402 Marlboro Rd. Lothian, MD 20711

2. SECURED PARTY

Name Alban Tractor Co., Inc.
Address P.O. Box 9595 Baltimore, MD 21237

Credit Alliance Corporation P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Caterpillar Model 943LGP Loader, S/N 19Z00608

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bud Harding Contractors, Inc.

[Signature]
(Signature of Debtor)

Edward Harding Pres
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alban Tractor Co., Inc.

[Signature]
(Signature of Secured Party)

George Wolbert Pres.
Type or Print Above Signature on Above Line

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This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

Nbr. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):
 Cherry Hill Construction, Inc.
 8170 Mission Road
 Jessup, MD 20794
 M-32432-1

(2) Secured Party(ies) (Name(s) and Address(es)):
 ALBAN TRACTOR CO. INC.
 P. O. BOX 9595
 BALTIMORE, MD. 21237

(3) (a) Collateral is or includes fixtures.
 (b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered.
 (c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
 If either block 3(a) or block 3 (b) applies describe the real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

RECORDED FEE 11.00
 POSTAGE .50
 BALTIMORE COUNTY MD 21286
 03/30/88

(5) This Financing Statement Covers the Following types [or items] of property:
 One (1) New Caterpillar Model #D6H Tractor S/N 6FC00567
 One (1) Caterpillar Model #6SLGP Dozer S/N 1AH00616
 One (1) Industrial Cab Enclosure Group

"NOT SUBJECT TO RECORDATION TAX"

Products of the Collateral Are Also Covered.

M. SUTTLE

Secured Party(ies) [or Assignees]

(6) Signatures: Debtor(s)

Cherry Hill Construction, Inc.

Alban Tractor Co, Inc.

(By)

(By) *[Signature]* James A. Openshaw, Jr./Pres.
 Standard Form Approved by N.C. Sec. of State
 and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
 (1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
 (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Office Copy - Mailed

IKS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) United Propane, Inc. 205 Najoles Road Millersville, MD 21108 Ann Arundel County	2 Secured Party(ies) and address(es) Chemi-Trol Chemical Co. 2776 C.R. 69 Gibsonburg, OH 43431 <i>BOOK 512 PAGE 263 276311</i>	3 For Filing Officer (Date, Time, Number, and Filing Office)
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This statement refers to original Financing Statement No. 229860 ^{C777 R01} Dated 1/21/88 . 19 County

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment Full <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: <input type="checkbox"/>
--	---	---	---

Chemi-Trol Chemical Co. Employees' Profit Sharing Plan
 2776 CR 69
 Gibsonburg, OH 43431

Note #1401 LP Storage Tanks

RECORD FEE 20.00
 POSTAGE .50
 #102360 CTRF 003 108438
 1/23/88

By: _____ Signature(s) of Debtor(s)
 Dated: February 11, 1988

By: *Marilyn D... [Signature]*
 (Signature of Secured Party)
 Finance Division Manager

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258834

RECORDED IN LIBER 490 FOLIO 483 ON October 10, 1985 (DATE)

1. DEBTOR

Name See Supplement Exhibit "A"

Address Attached hereto and made a part hereof for Debtors' names and addresses

2. SECURED PARTY

Name The First National Bank of Maryland

Address 25 South Charles Street, Baltimore, Maryland 21201

Patrick Ash, Legal Assistant, Gebhardt & Smith, The World Trade Center, 9th Floor, Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>

This amendment supplements the original Financing Statement referred to above. All information and descriptions of items of collateral in the original Financing Statement remain fully effective.

See Supplement Exhibit "A" attached hereto and made a part hereof.

As to All Named Debtors:

By: Robert Satake

Dated March 25, 1988

Robert Satake, President

The First National Bank of Maryland

By: Paul Trapani, III
(Signature of Secured Party)

S. Paul Trapani, III, Loan Officer

Type or Print Above Name on Above Line

15.50

Supplement to Exhibit "A"
Attached to the Original Referenced Financing Statement

Debtors:

1. Greenbelt Cooperative, Inc.,
A Maryland Corporation, T/A "SCAN"
2. Scan, Inc.,
A District of Columbia Corporation, T/A "SCAN"
3. Scan Chicago, Inc.,
A Delaware Corporation, T/A "SCAN"
4. Rochdale Cooperative, Incorporated,
A Virginia Corporation, T/A "SCAN"

Addresses:

Illinois:

1. DuPage County: 1380 Industrial Drive,
Itasca, 60143

Maryland:

1. Anne Arundel County: 150 L Jennifer Road,
Annapolis Plaza, 21401
2. Baltimore City: 34 Market Place,
Suite 320, 21202
3. Baltimore County: 9616 Reisterstown Road
Owings Mills, 21117
4. Howard County: 8679 Greenwood Place
Savage, 20763
5. Montgomery County: 11111 Georgia Avenue
Wheaton, 20904
6. Prince George's County: 121 Centerway Road
Greenbelt, 20904

STATE OF MARYLAND

BOOK 525 PAGE 50

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248142

RECORDED IN LIBER 463 FOLIO 462 ON 7/15/83 (DATE)

1. DEBTOR

Name Fowler, Maurice E., Jr.

Address 5813 Brooks Wood Rd Lothian, MD 20711 Anne Arundel Co

2. SECURED PARTY

Name Allis-Chalmers Corporation

Address 30 Galesi Drive Wayne NJ 07470

Deutz-Allis Credit Corp P.O. Box 933 Milwaukee, WI 53201
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

10.2

Dated 3/25/88

Larry Cooper
(Signature of Secured Party)

Larry Cooper

Type or Print Above Name on Above Line

272001

Financing Statement for Register of Deeds — Uniform Commercial Code		For Filing Officer
1 Debtor(s) (Last Name First) and Address(es)	2 Secured Party and Address	<p>RECORD FEE \$1.00 SERVICE FEE \$1.00 REGISTERED COPY FEE \$3.00 JUNE 21/88</p> 
Wortz, James D. Jr. 39139 1509 Wyncote Cr. Severn, MD 21144	Trane Employees Federal Credit Union Box 443 La Crosse, WI 54602	
	3 No. of Additional Sheets Presented:	
4 This Financing Statement covers the following types (or items) of Property (Collateral)		5 Assignee of Secured Party and Address
1988 Kawasaki KLF 220 Bayou Dirt Bike ID# JKBLFBAL3JB505217 Not subject to recordation tax Proceeds of collateral are covered. Products of collateral are covered unless checked <input type="checkbox"/> If collateral is crops, the crops are growing or to be grown on:		
6	7 Trane Employees Federal Credit Union	
JAMES <i>James D. Wortz</i> SIGNATURE OF DEBTOR James D. Wortz TITLE _____ SIGNATURE OF DEBTOR — TITLE _____ SIGNATURE OF DEBTOR — TITLE _____ SIGNATURE OF DEBTOR — TITLE	SIGNATURE OF SECURED PARTY OR ASSIGNEE Debbie Potter/Loan Typist TITLE Signature of Secured Party permitted in lieu of Debtor's signature: (1) Collateral is subject to security in another jurisdiction, and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral is brought into this state; <input type="checkbox"/> Debtor's location was changed to this state. (2) For other situations, see s.409.402(2), Wis. Stats.	
(1) FILING OFFICER COPY = ALPHABETICAL		

1150

BOOK 525 PAGE 52

200003

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 1. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es):
Hospitality Network[®], Ltd.
5000 Plaza on the Lake
Suite 300
Austin, TX 78746

2. Secured Party(ies) and address(es):
First Bank National
Association, f/k/a First
National Bank of Minneapolis
First Bank Place
Minneapolis MN 55480

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following type(s) for item(s) of property:

See Exhibit A attached hereto.

Collateral NOT Subject to Recordation Tax.

RECORD FEE 15.00
POSTAGE .20
RECORDING FEE 1.00

5. Assignee(s) of Secured Party and Address(es):



This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if not)

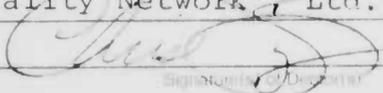
already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. List of additional States presented:

Filed with ANNE ARUNDEL COUNTY, MARYLAND

Hospitality Network[®], Ltd.

First Bank National Association

By: 
Signature of Debtor

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

7 STANDARD FORM - FORM UCC-1.

EXHIBIT A TO FINANCING STATEMENT

Debtor: Hospitality Network^o, Ltd.

Secured Party: First Bank National Association, successor by merger to the First National Bank of Minneapolis

This financing statement covers the following types (or items) of property (the "Collateral"):

"Accounts": Any right to payment for goods sold or leased or for services rendered which is not evidenced by an Instrument or Chattel Paper, whether or not it has been earned by performance, and whether now owned or hereafter acquired.

"Chattel Paper": Any writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific books, whether now owned or hereafter acquired.

"Controlled Property": Any property of every kind and description in which Debtor has or may acquire any interest, now or hereafter at any time in the possession or control of Secured Party for any reason and all dividends and distributions on or other rights in connection with such property.

"Data Processing Records and Systems": All now existing or hereafter acquired electronic data processing and computer records, software, systems, manuals, procedures, discs, tapes, and all other storage media and memory, whether now owned or hereafter acquired.

"Document": Any bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods or any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers or any receipt issued for goods which are stored under a statute requiring a bond against withdrawal or under a license for the issuance of receipts in the nature of warehouse receipts, whether now owned or hereafter acquired.

"General Intangibles": Any personal property (including things in action) other than goods, Accounts, Chattel Paper, Documents, Instruments and money, whether now owned or hereafter acquired.

"Instruments": Any negotiable instrument or certificated security or any other writing which evidences a right to the payment of money and is not itself a security agreement or lease and is of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment, whether now owned or hereafter acquired.

"Insurance Proceeds": All now existing or hereafter arising proceeds of any and all insurance policies payable to Debtor or on account of Debtor's property, whether or not such policies are issued to or owned by Debtor.

"Inventory": Any goods held for sale or lease or furnished or to be furnished under contracts of service, or raw material, work in process or materials used or consumed in a business, whether now owned or hereafter acquired.

"Proceeds": Whatever is received upon the sale, exchange, collection or other disposition of Collateral or Proceeds, including but not limited to insurance payable by reason of loss or damage to the Collateral, whether now owned or hereafter acquired.

"Products": Any goods now or hereafter manufactured, processed, assembled or commingled with any of the Collateral.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 525 PAGE 55

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ameral & Sons Excavating & General Construction, Inc.
Address 307A Wellham Ave, Glen Burnie, MD 21061 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.
Address 1400 Joh Avenue, Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) N/R Dresser Model 125E Crawler Dozer SN 9713

Name and address of Assignee

RECORD FEE 12.00
POSTAGE .70
BALANCE 108.45
BANKER

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) na

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ameral & Sons Excavtg & Genl Construction, Inc.

(Signature of Debtor)

Charles Deegan
Type or Print Above Name on Above Line

Charles Deegan
(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

11/50



RECORDED

FINANCING STATEMENT

Loan Amount: \$10,500.00

XX subject to recordation tax

1. Name of Debtor: Ellsworth F. Marshall
Address: 7840 Balto.-Annap. Blvd/
Glen Burnie, Md. 21061

A.A. Co. Circuit Court
Filing Fees: \$85.00

2. Name of Secured Party: Annapolis Banking & Trust Co.
Address: P.O. Box 311
Annapolis, MD. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 22.00
NOTARY FEE 13.00
FILING FEE 49.00
APPLICANT'S COPY OF FINANCING STATEMENT 10.00

4. This Financing Statement covers the following types (or items) of property:

1986 Mustang 442 Loader Serial # 525045



5. If collateral is goods which are or are to become fixtures—describe real estate, include house number and street or block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.

The above-described goods are affixed or to be affixed to:

Debtor's: *[Signature]*
Ellsworth F. Marshall

Secured Party: Annapolis Banking & Trust Co.
(Type Name of Dealership)

[Signature]
Authorized Signature
Karen Q. Trettin/Sr. Branch Officer
(Type Name and Title)

NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.

(M: Clerk Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11
7350
58

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 MATURITY DATE (If Applicable) 11.30
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First and ADDRESS(ES))
Levi F. Williams III Jimmy C Co-VA
P.O. Box 100 2070 First W. H. Road
Dale, MD 20751 Croftsmo 21114
Grofflands, 8701 Grofflands, and
Cape May, NJ 08204

2 SECURED PARTY(IES) and ADDRESS(ES)
John Deere Tractor Eq Co
400 Main Street
Moline, IL 61205

4 This statement refers to original Financing Statement bearing File No. 140286205 AA 247538 in 46209-89

Filed with Anne Arundel Date Filed 01 Jun 83

- 5 CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 TERMINATION Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 ASSIGNMENT The Secured Party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
- 8 AMENDMENT Financing Statement bearing file number shown above is amended as set forth in item 10.
- 9 RELEASE Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10

Number of Additional Sheets Presented

10 Anne Arundel Co Clerk
Annapolis, MD 21401

By _____
Signature(s) of Debtor(s) (Necessary only if item 5 is applicable)

By  _____
Signature(s) of Secured Party(ies) Manager, Processing
John Deere Company

MULTIPLE-COPY COPY — SUPPLEMENTAL

STANDARD FORM — FORM UCC-3

STATE OF MARYLAND

FINANCING STATEMENT FORM USED

FORM 525 PAGE 58
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 2/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOSEPH W. WAGNER
Address 7674 WATER OAK POINT RD. PASADENA, MD. 21122

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.
Address 41 DEFENSE HIGHWAY
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 - NEW KUBOTA TRACTOR MN# B8200 SN# 63896
- 1 - NEW KUBOTA LOADER BF300 53453
- 1 - NEW WOODS MOWER RM59 766789

Name and address of Lender
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30343-5598

KUBOTA CONTRACT # 13400 - 813505

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph W. Wagner
(Signature of Debtor)
JOSEPH W. WAGNER

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

CORP SECY

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

17 .SD

FINANCING STATEMENT FORM 525

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here: \$ 31,496.83

If this statement is to be recorded in land records check here:

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cardinal Industries, Inc.
Address 2040 S. Hamilton Road Columbus, Ohio

2. SECURED PARTY

Name NCNB Leasing Corporation
Address 101 North Tryon Street; 108-3
Charlotte, NC 28255

Person and Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following type (or types) of property: (list)

EQUIPMENT LOCATIONS AND DESCRIPTION AS PER ATTACHED SCHEDULE "A" - Pages 1 thru 02 inclusive.

Name and address of Debtor

WS 003717-001 R/D

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Cardinal Industries, Inc.

(Signature of Debtor)

[Handwritten Signature]
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NCNB Leasing Corporation

(Signature of Secured Party)

[Handwritten Signature]
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

17- 20050 50

SCHEDULE "A"
SECURITY AGREEMENT

FORM 525 PAGE 60
PAGE 1 of 2

March 28, 1988

Cardinal Industries, Inc. ("Debtor"),
whose principal place of business is 2040 South Hamilton Road
Columbus, Ohio City Franklin County 43232, having requested

NCNB Leasing Corporation, of One NCNB Plaza, Charlotte, North Carolina 28255. ("Secured Party"), to make advances to Debtor, for the purpose of securing payment of all sums for which Debtor may now be or may at any time hereafter become indebted to Secured Party, together with interest thereon, and for the purpose of securing performance of Debtor's obligations hereunder, grant to Secured Party, its successors and assigns, a SECURED INTEREST in the following property ("Collateral")

(1) The goods described as follows:

EQUIPMENT LOCATIONS AND DESCRIPTION AS PER ATTACHED SCHEDULE "A"
Pages 1 thru 11 inclusive.

- (2) All goods, including all machinery, equipment, tools, dies, jigs, appliances, trucks, motor vehicles and office and factory furniture and fixtures, now owned or held or hereafter acquired by Debtor; and
- (3) All inventory of goods held for sale or lease or to be furnished under contracts of service, including raw materials, work in process and finished products, now owned or held or hereafter acquired by Debtor, and the proceeds thereof; and
- (4) All goods hereafter added to, or affixed to, or acquired in replacement of, or used in connection with, said above described goods, which Collateral is now, or will be, located at _____ as per attached schedule "A"

Street City County

State, and which Collateral shall remain personal property notwithstanding any annexation to the real estate.

Debtor agrees as follows:

1. Debtor shall pay all indebtedness at any time owing by Debtor to Secured Party, together with interest thereon, as and when the same in any manner becomes due and payable. At the time of each advance by Secured Party to Debtor, Debtor shall, at the request of Secured Party, execute and deliver to Secured Party a promissory note evidencing the indebtedness for such loan.
2. Debtor represents and warrants and, at the time of each advance by Secured Party to Debtor, Debtor shall be deemed to represent and warrant, that, except for the security interest granted hereby, the Collateral is then free and clear of all liens, claims and encumbrances whatsoever and that Debtor is the true and lawful owner thereof and has full right and power to grant security interest therein to Secured Party. Debtor represents that no financing statement executed by Debtor covering the Collateral, other than a financing statement relating hereto, is on file in any public office. At the request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party, and will pay the cost of filing the same or filing or recording this Security Agreement in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable.
3. Debtor shall keep and maintain the Collateral in good repair and in a safe condition, shall not permit any lien or encumbrance at any time to accrue thereon, shall pay all taxes and assessments at any time levied thereon as and when the same become due and payable, and shall keep the same insured against such risks and in such amounts as Secured Party may from time to time require and with such insurer as Secured Party may from time to time approve and shall deliver the policies therefor to Secured Party as additional security, together with receipts evidencing payment in full of the premiums thereon, the proceeds of such policies to be payable, pursuant to mortgage loss payable clauses, to Secured Party and to be applied by Secured Party, as and when received, to the payment of the indebtedness secured hereby, whether or not then due, or, at Secured Party's option, to the repair or replacement of the Collateral. In the event that Debtor shall fail to perform any of Debtor's obligations hereunder, Secured Party, at its option, may perform the same and all amounts so expended by Secured Party shall be secured by the Collateral and shall be payable by Debtor to Secured Party forthwith, with interest thereon at the rate applicable to the indebtedness in default.

4. Debtor shall promptly furnish to Secured Party such data with respect to the Collateral, including schedules of inventory, original orders, invoices, and shipping documents, as Secured Party may reasonably request from time to time. Secured Party shall be entitled to inspect the Collateral at all reasonable times. Debtor shall promptly furnish to Secured Party such data with respect to the financial condition of the Debtor, and of any guarantor, as Secured Party may request from time to time, including without limitation, certified balance sheets, statements of net income and sources and use of funds. Secured Party shall be entitled to inspect the books and records of Debtor at all reasonable times. Debtor shall furnish to Secured Party evidence of its good standing in all jurisdictions in which Debtor is doing business, and Debtor shall maintain itself in good standing in all such jurisdictions. Debtor shall deliver to Secured Party prior to the last date on which payment of any tax or assessment without penalty may be due evidence of such payment including local, state, and federal taxes and deposits of withholding taxes.

5. Debtor authorizes Secured Party to obtain at all reasonable times information and data from Debtor's suppliers and customers as to the performance of Debtor's obligations under contracts with such suppliers and customers including, by way of example and not by way of limitation, Debtor's payment records, quality performance records, and delivery schedule records and Debtor waives any right it may have or hereafter have against any such supplier or customer for furnishing data to Secured Party.

6. Debtor shall not, except as permitted under Paragraph 7, sell, encumber or transfer the Collateral, or any part thereof, or remove the Collateral, or any part thereof, from the above described premises, or attempt any such sale, encumbering, transfer or removal, without the prior written consent of Secured Party.

7. In the event that the Collateral consists of or includes inventory, Debtor agrees that Debtor will at all times maintain an inventory of the character and quality held by Debtor at the time of the execution hereof, having a value based on N/A, of not less than _____

times the aggregate indebtedness of Debtor to Secured Party outstanding from time to time. At the time of each advance, Debtor shall be deemed to represent and warrant that the inventory then held by Debtor complies herewith. Subject to the foregoing provisions of this Paragraph 7 and only while Debtor is not in default, Debtor may sell the inventory to customers in the regular course of Debtor's business, but nothing herein shall be deemed to waive or release any interest Secured Party may have hereunder or under any other agreement in any proceeds of such inventory including any accounts receivable.

8. In the event that the Collateral consists of or includes machinery and equipment, Debtor agrees that it will at all times maintain in good repair machinery and equipment having a forced sale value of not less than 100.00% of the indebtedness of Debtor to Secured Party outstanding from time to time.

9. Debtor represents and warrants, and at the time of each advance shall be deemed to represent and warrant that it has not made any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, including all of the financial statement theretofore furnished to Secured Party, not misleading. Each writing evidencing an advance shall be deemed to be a "security".

10. Upon the happening of any of the following events or conditions: (a) default in the payment of said indebtedness or in the performance of any Debtor's obligations under this Security Agreement; (b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Security Agreement proving to have been false or breached in any material respect; (c) loss, theft, damage, destruction, sale or encumbrance of any of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon; (d) dissolution, termination of existence, insolvency, inability to meet any debt as it matures, appointment of a receiver for Debtor or of any part of the property of Debtor, or assignment for the benefit of creditors by Debtor, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor, or the occurrence of any of said events with respect to any guarantor, or the termination of any guaranty, or the death of any guarantor; (e) Secured Party shall deem itself insecure in good faith believing that the prospect of payment or performance is impaired, thereupon, or at any time thereafter (such default not having previously been cured) Secured Party at its option may declare the indebtedness to be immediately due and payable and it shall have the remedies of a secured party under the Uniform Commercial Code, including without limitation, the right to take possession of the Collateral by any lawful means and for that purpose Secured Party may enter upon any premises on which the Collateral or any part thereof may be situated and hold the Collateral upon said premises (without charge to Secured Party), or remove the same to such other place or places as Secured Party shall determine. Upon demand by Secured Party, Debtor shall assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Any requirement of notice under the Uniform Commercial Code shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least five (5) days before the event with respect to which notice is required. Secured Party shall be entitled to recover its reasonable attorney's fees and expenses incurred in protecting and enforcing its rights and remedies with respect to the indebtedness and the Collateral.

11. Secured Party shall have no duty to protect, insure or realize upon the Collateral. Debtor hereby releases Secured Party from any liability for any act or omission relating to said Collateral or this Agreement, except the wilful misconduct of Seller.

12. In the event Secured Party holds others security for the indebtedness of Debtor, Debtor agrees to perform Debtor's obligations under the security agreement or agreements relating to such other security and any default under said other agreement or agreements shall constitute a default hereunder. In the event of any default by Debtor, Secured Party, in addition to the exercise of all rights and remedies available to Secured Party by law, shall be entitled to enforce its rights hereunder and to avail itself of said other security, simultaneously or successively, in such order as Secured Party shall determine, and all such security, rights, and remedies shall continue in full force and effect until all indebtedness of Debtor to Secured Party is paid in full.

13. Debtor shall not permit the Collateral to become affixed to real property, become an accession to any property, use the Collateral in violation of any applicable law, regulation or policy of insurance, sell, encumber or transfer the Collateral, or any part thereof, or remove the Collateral, or any part thereof, from the above described premises, or attempt any such affixion, accession, use, sale, encumbering, transfer or removal, without the prior written consent of Secured Party. If the Collateral is sold, exchanged or otherwise disposed of, with or without Secured Party's consent, Secured Party shall retain a security interest in all proceeds therefrom and the right to collect the same. Nothing contained herein or in any financing statement shall be construed to authorize a sale, exchange or any other disposition of the Collateral exclusive of the inventory of goods held for sale or lease or to be furnished under contracts of service while Debtor is not in default.

14. Time shall be of the essence hereof. The waiver by Secured Party of any default shall not be deemed a waiver of any other default or any subsequent default. Any reference herein to Secured Party shall include the successors and assigns of Secured Party. Any reference herein to Debtor shall include the heirs, successors and assigns of Debtor. In the event Debtor shall consist of more than one person, their obligations and liability hereunder shall be joint and several. Nothing herein shall be deemed to obligate Secured Party to make any advances to Debtor. All terms not otherwise defined shall have the meaning assigned to them by the Uniform Commercial Code. Invalidity of any provision of this Agreement shall not affect the validity of any other provision.

N/CNB LEASING CORPORATION

Cardinal Industries Inc.

by _____ Secured Party
Title

by _____ Debtor
Title

GUARANTY

In consideration of advances that Secured Party may make to Debtor, the undersigned Guarantors absolutely and unconditionally, jointly and severally, guarantee the prompt payment of all sums for which Debtor is now or may hereafter become indebted to Secured Party whether arising under this security agreement or otherwise. This guaranty is a continuing guaranty and shall be applicable to all advances made by Secured Party to Debtor unless prior to the making of such advances, Secured Party shall receive notice, by registered mail, of termination of this guaranty, which termination shall be effective, as to such of Guarantors as shall have thus given notice, with respect to future advances only, and otherwise the same shall be and remain in full force and effect.

Guarantors waive all defenses arising by reason of any failure to give notice of acceptance of guaranty or of default of Debtor, or arising by reason of any extension of time given to Debtor, or by reason of any failure by Secured Party to pursue Debtor or the Collateral or other property of Debtor or to resort to other security or remedies which may be available to Secured Party and Guarantors waive any and all defenses arising out of the guarantor relationship.

Guarantors

Guarantors

SCHEDULE "A"

This schedule is to be attached to and becomes part of UCC Filing

dated _____, 19____, between the undersigned and NCNB Leasing Corporation

Quantity	Description	S/N
1	Compaq III PC, PortIII, 20MB640K, S/N 1746AL280230	
1	Rampage 286/512K	
4	256K Mem. Chips	
1	PTB III Exp. Unit	
1	1-2-3 IBM	
1	MS/DOS Basic 3.3 6PK	
3	American Office M/10 #A0379MT/48" Lateral Files	
1	IBM Wheelwriter 5 Typewriter S/N 686776	
3	CT-200 Cellular Phones each equipped with: Portable Adapter Pack Glass Mount Antenna AC Adapter Two Batteries	
1	CMQ Deskpro 286 Model 20 PC	
1	CMQ MS DOS & Basic V 3.3	
1	Amdek Special Order	
1	Gen Color Adapt (CGA)	
1	CB 6' Parallel Cable	
1	Oki 393 Printer	
1	Lotus 1-2-3 Spreadsheet	
1	Ash Dbase III Plus Software	
1	Mis Software Spec'l Order	
1	Ever Evercom 2400B Modem	
1	WV-D5000 Panasonic Video Equipment consisting of: WV-D5000 Panasonic WV-5050 Panasonic Panasonic AG 1/2" Recorder AG-BP202 Panasonic Battery Pack AG-B12 Panasonic AC Adapter	
1	Ohio Transmission Corp. Hopper Feed System for Ceiling Material	
1	"Acco Wright" five-button pushbutton pendant station complete with 20'0" 8c 16 gage S.O. Cord and Strain Relief Chain	
3	North Central Supply Co. Bridge Crane Type Trolley Units	
1	North Central Supply Co. Monorail Type Trolley Unit	
1	Epson LQ-2500 Printer, S/N 12026903	
1	9' IBM Par Printer	

EQUIPMENT LOCATED AT: Cardinal Industries, Inc.
333 South Hammonds Ferry Road
Glen Burnie, Maryland 21061

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Richard Koritzer
Address 7367 Furnace Branch Rd. Glen Burnie MD 21061

2. SECURED PARTY

Name Healthco International
Address 6308 Blair Hill Lane Baltimore MD 21209

Person And Address To Whom Statement is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property (list)

- 1. Siemens Heliodont X-Ray Machine

Stamp and address of recording office



CHECK THE LINES WHICH APPLY

5. (if collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(if collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard J. Koritzer
(Signature of Debtor)

Dr. Richard Koritzer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles H. Bedford
(Signature of Secured Party)

Charles H. Bedford
Type or Print Above Signature on Above Line

1150

This STATEMENT is presented for filing pursuant to Minnesota Commercial Code
Section 9.01, all Name, Address and Assignments Secured Parties and Assignees.

Klonsky, Elliot J., O.D.
1667 Crofton Center
Crofton, MD 21114

WALMAN OPTICAL COMPANY
801 12th Ave. N.
Minneapolis, MN 55411

1988 JAN 29

This form may be filed in Minnesota and other states for recording purposes.

TOPCON TRC-45N RETINAL

Assigned to
Norwest Bank
National Association
8th Street & Marquette Ave.
Minneapolis, MN 55479

All steps must be completed for the
form to be valid and to be recorded
in the record office.

2. Products/Proceeds
of Collateral are
also covered by
this Statement.

- Additional sheets presented
- Debtor is a transferee party as defined in MN 9.0105
- For Filing with the Secretary of State of Minnesota
- For Filing with the County Recorder
- For Filing in Uniform Commercial Code Records

E. G. Oswald Co., Box 25, New Ulm, MN 56071

Signature of Debtor, Assignor, or Assignee (see instruction #2)

BY *E. J. Klonsky, O.D.*

If the Debtor's signature is
not present indicate the
reason for its absence in the
Debtor's signature block and
sign the Secured Party's
signature block.

Signature of Secured Party
BY *James P. Solie
Manager*

This FINANCING STATEMENT, presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented 3. Maturity Date (Optional)

1. Debtor(s) (Last Name First) and Address(es): R. K. Brentzel, Inc. 2317 Westwood, East Lansing, MI 48204 Washtenaw County	2. Secured Party(ies) Address(es) And Name(s): John C. Lewis Co., Inc. 201 Cherry Hill Road Birmingham, MI 48003	4. For Filing Officer: Date, Time, File No., Filing Office:
---	---	---

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

1st priority debt on 1987 Buick Wildcat
1987 Buick Wildcat, 3rd Bucket of Yacht

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

DEBT EXCEEDS \$200.00
 Proceeds of the collateral are also covered.
 Filed with: Sec. of State _____ Filing Office of _____ County/City

5. Assignee(s) of Secured Party, Address(es): Clark Equipment Credit Corporation 128 East Front Street Buchanan, Michigan 49107
6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

R. K. Brentzel, Inc. John C. Lewis Co., Inc.

By [Signature] 3/16/88 By [Signature]

Richard Brentzel Debtor(s) [or Assignor(2)] Wilmer S. Davison Secured Party(ies) [or Assignee(s)] President

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated March 18, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
 Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MD
 Address 7 St. Paul Street, 5th Floor

Baltimore, MD 21203
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
 To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated Feb. 26, 1988 Schedule # 01, dated March 4, 1988 between Assignor as Lessor and LEASE ACCOUNT # 220886 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated March 18, 1988 between Assignor and Assignee:

- 1 - Computer Upgrade from 2550 to 2755 Model UG2755
- 2 - Tektronix 4111 Terminal Model PGT4111-01
- 1 - Model MMW1-4MBW Memory Boards 4096 KB ECC
- 2 - 12x18 Tablet Model PR4957-02
- 2 - Prime Medusa Standard - Model MEN8720-12

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Bruce J. Winter
 (Signature of Debtor)

Bruce J. Winter, V.P.
 Type or Print Above Signature on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Signet Bank/MD

[Signature]
 (Signature of Secured Party)

Green C. McNamee
 Type or Print Above Name on Above Line

Filed in Anne Arundel County

1150

FINANCING STATEMENT FORM UCCL

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1/13/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Solis Fence Company
Address 8208 Grey Eagle Drive, Upper Marlboro, MD 20772

2. SECURED PARTY

Name O'Brien Equipment Co., Inc.
Address P. O. Box 407
Chantilly, VA 22021-0407

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) Feb, 1989

4. This financing statement covers the following types (or items) of property: (list)

Gehl 3515, S/N 6663, Tires, Bucket without Teeth
Power Unit, Mount Plate
9" Auger, Model 1200, S/N 1079556

Registered address of Assignee
GEHL COMPANY
143 Water Street
West Bend, WI 53095

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Marin Solis, Jr.
(Signature of Debtor)

SOLIS FENCE COMPANY
Type or Print Above Name on Above Line

Marin Solis, Jr.
(Signature of Debtor)
MARIN SOLIS, JR., PRESIDENT
Type or Print Above Signature on Above Line

Albert O'Brien
(Signature of Secured Party)

Albert O'Brien, President
Type or Print Above Signature on Above Line

1150

525 PEE 68

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Michele's Little Shop of Flowers

1 LESSEE(S)	Name or Names - Print or Type 260 King George Street, Annapolis, MD 21401	Address - Street No	City - County	State	Zip
2 LESSOR	L-J Leasing Company 600 Reisterstown Road		Baltimore	Maryland	21208

3 This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1-True Model GDM-47-FC Floral Display Case. 583732

Assigned to Sovran Bank, Baltimore, MD

4 If above described personal property is to be affixed to real property, describe real property.

5 If collateral is crops, describe real estate.

6 Proceeds of collateral are covered.
7 Products of collateral are covered.

LESSEE(S) **Michele's Little Shop of Flowers**

By Michele J. McHugh
Signature of Lessee

Michele J. McHugh, Owner
Type or Print

LESSOR L-J Leasing Company

By Louise E. Neutze
Signature of Lessor

Louise E. Neutze, Mgr.

Signature of Lessee

Type or Print

To The Filing Officer After This Statement Has Been Recorded Please Mail The Same To:

1752

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

525 FEB 69

To Be Recorded In The Land Records And In The Chattel Records of Baltimore City, Maryland, In The Chattel Records Of Howard County, Maryland In The Chattel Records of Baltimore County, Maryland, In The Chattel Records of Anne Arundel County, Maryland And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Subject To Recording Tax Of \$ 224.00 On Principal Amount Of \$ 31,920.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel Co., Maryland.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- 1. DEBTOR: THE SOUTHERN SEA FOOD COMPANY
T/A JESSUP SEAFOOD COMPANY
416 South Eutaw Street
Baltimore, Maryland 21201
Attention: Robert L. Millhauser,
President

Additional Address of Debtor:

7901 Oceano Avenue
Jessup, Maryland 20794
- 2. SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
Baltimore, Maryland 21201
Attention: Gerard R. Mikulski,
Vice President
BANC 101-560
- 3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
 - a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all

Handwritten initials and scribbles



accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;

- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
 - (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
 - (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
 - (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
 - (xi) General Intangibles in the form of goodwill; and
 - (xii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.
5. The above described collateral may be affixed to the real property described on Exhibit A attached hereto (the "Real Property"). The record owners of the Real Property are

525 FILE 72

Robert L. Millhauser, David Millhauser and Richard Millhauser. Exhibit A attached hereto consists of two (2) pages.

DEBTOR:

THE SOUTHERN SEA FOOD COMPANY,
A Maryland Corporation

By: Robert L. Millhauser (SEAL)
Robert L. Millhauser,
President

Date: March 20, 1988

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Patrick Ash
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (BRL) 7193

EXHIBIT A

525 page 73

ALL those certain lots of ground situate in the City of Baltimore, State of Maryland, and described as follows:

BEGINNING FOR THE FIRST at the corner formed by the intersection of the west side of Eutaw Street and the north side of Barre Street and running thence northerly binding on the west side of Eutaw Street 139 Feet 6-1/2 inches more or less to the corner formed by the intersection of the west side of Eutaw Street and the south side of Houser Street (formerly Wayne Street) thence westerly binding on the south side of Houser Street 110 feet 3 inches more or less to the northeast side of the northeast end wall of the brick building (herein called Boiler House No. 1) erected on the lot adjoining on the west that being described thence southeasterly binding thereon 67 feet more or less to a bend in said wall thence southerly binding on the east side of the east end wall of said building 10 feet 3 inches more or less to the south side of the south end wall of the aforesaid brick building adjoining on the west thence westerly binding on said wall 12 feet more or less to the westernmost side of the westernmost end wall of the brick building (herein called Warehouse Unit No. 1) on the lot now being described thence southerly binding on said side of said wall 74 feet 4 inches to the north side of Barre Street and thence easterly binding thereon 86 feet more or less to the place of beginning.

BEGINNING FOR THE SECOND at the corner formed by the intersection of the west side of Eutaw Street and the north side of Houser Street (formerly Wayne Street) and running thence northerly binding on the west side of Eutaw Street 91 feet 10 inches more or less to the northernmost outline of the lot of ground firstly described in a deed from the Terminal Freezing and Heating Company to the Continental Trust Company Trustees Bankers Trust Company Trustee and Consolidated Gas Electric Light and Power Company of Baltimore dated July 31, 1928 and recorded among the Land Records of Baltimore City in Liber SCL No. 4911 folio 33 etc thence westerly binding on the outline of said lot 125 feet thence northwesterly still binding on the outlines of said lot 38 feet 4 inches to the south side of Conway Street thence southwesterly binding thereon 90 feet 9 inches more or less to the westernmost outline of the lot of ground described in a deed from Title Guarantee and Trust Company to the Continental Trust Company Trustee Bankers Trust Company Trustee and Consolidated Gas Electric Light and Power Company of Baltimore Dated May 12, 1930 and recorded among the aforesaid Land Records in Liber SCL No. 5120 folio 324 etc thence southeasterly binding on the said outline 120 feet 10 3/8 inches to the northwest side of Houser Street thence northeasterly binding on the northwest side of Houser Street 50 feet 10 1/2 inches to a bend in said Street thence easterly binding on the north side of said Street 112 feet 2 inches to the place of beginning.

BEGINNING for the same at the point formed by the intersection of the west side of Eutaw Street, as now laid out 82.5 feet wide, and the north side of the former bed of Barre Street, 66 feet wide, as closed under Ordinance No. 1378 approved November 19, 1962 said point of beginning being distant 360.88 feet southerly, measured along said west side from Conway Street, as now laid out, and running thence binding on the west side of said Eutaw Street, south 02 degrees 49 minutes 30 seconds East 66.0 feet to intersect the south side of Barre Street; thence binding on said south side south 87 degrees 10 minutes 30 seconds West 86.00 feet to intersect a line drawn parallel with and distant 86.0 feet westerly measured at right angles from the west side of said Eutaw Street; thence binding on said line so drawn north 02 degrees 49 minutes 30 seconds West 66.0 feet to intersect the aforesaid north side of Barre Street and thence binding on said north side by a line parallel with and distant 66.0 feet northerly measured at right angles from the south side of said Barre Street north 87 degrees 10 minutes 30 seconds East 86.00 feet to the place of beginning. Containing 5.676.0 square feet or 0.130 acre of land, more or less, and being known and designated as lot No. 2B, Camden Industrial Park (MD R-1).

BEGINNING for the same at a point on the southeast side of Conway Street, 60 feet wide, at the distance of 166.72 feet, measured along the south and southeast sides of said Conway Street, from the west side of Eutaw Street, 82.50 feet wide, said point of beginning being the beginning of the fourth line of the second parcel of land conveyed by Lindenmeyer Paper Corporation to the Mayor and City Council of Baltimore by deed dated December 18, 1961 and recorded among the Land Records of Baltimore City in Liber JFC No. 1202, folio 422 and running thence binding on the fourth line of said deed, as now surveyed, South 37 degrees 27 minutes 50 seconds East 37.87 feet; thence

binding on part of the fifth line of said deed, as now surveyed, North 87 degrees 10 minutes 30 seconds East 1.03 feet to intersect a new line of division drawn parallel with and distant 0.85 feet northeasterly, measured at right angles, from the first line of this description; thence reversing said line so drawn and binding thereon North 37 degrees 27 minutes 50 seconds West 38.46 feet to intersect the aforesaid southeast side of Conway Street and thence binding on said southeast side South 52 degrees 32 minutes 10 seconds West 0.85 feet to the place of beginning.

Containing 32.52 square feet of land, more or less.

BEING the same lots of ground described in a Confirmatory Deed dated August 16, 1976 and recorded among the Land Records of Baltimore City and State of Maryland in Liber R.H.B. 3383 at page 220 from Consolidated Cold Storage, Incorporated to Herbert B. Millhauser, et al.

SAVING AND EXCEPTING THEREFROM that certain lot of ground situate and lying in the City of Baltimore and State of Maryland, and being more particularly described as follows:

BEGINNING for the same at a point on the southeast side of Conway Street, as now laid out 60 feet wide, at the distance of 165.87 feet, measured along the south and southeast sides of Conway Street from the west side of Eutaw Street, as now laid out 82.50 feet wide, said point of beginning being the beginning of the last line of the fourth parcel of land conveyed by Consolidated Cold Storage, Inc. to Herbert B. Millhauser, Etal. by deed dated August 18, 1976 and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 3383 folio 220 and running thence binding in part reversely on the third line of the fourth parcel of land described in said deed, in part on the line of said third line if projected southeasterly for a new line of division through the property known as No. 408 Eutaw Street and in all South 37 degrees 27 minutes 50 seconds East 50.44 feet; thence for other new lines of division through the property known as No. 408 Eutaw Street the four following courses and distances; namely, South 02 degrees 12 minutes 00 seconds East 40.31 feet, South 87 degrees 06 minutes 00 seconds West 3.17 feet, South 52 degrees 33 minutes 45 seconds West 10 feet and South 37 degrees 04 minutes 10 seconds East 42.73 feet to the north side of Houser Street, as now laid out 35 feet wide; thence binding on the north side of said Houser Street and on the northwest side of Houser Street, as now laid out 28 feet wide, and reversely on part of the last line of the second parcel of land conveyed by Consolidated Cold Storage, Inc. to Herbert B. Millhauser, Etal. in said deed to the beginning thereof and reversely on the sixth line of the second parcel of land described in said deed, there situate, as now surveyed, the two following courses and distances; namely, South 87 degrees 10 minutes 30 seconds West 5.55 feet and South 52 degrees 47 minutes 40 seconds West 51.19 feet; thence binding on the division line between No. 421 Conway Street and No. 408 Eutaw Street and reversely on the fifth line of the second parcel of land described in said deed, there situate, as now surveyed, North 36 degrees 44 minutes 10 seconds West 120.92 feet to the south east side of said Conway Street and thence binding in part reversely on the fourth line of the second parcel of land described in said deed and in part reversely on the last line of the fourth parcel of land described in said deed and in all binding on the southeast side of said Conway Street, as now surveyed, North 52 degrees 32 minutes 10 seconds East 91.30 feet to the place of beginning. Containing 9353.31 square feet or 0.2147 acre of land, more or less.

All courses and distances in the above description are referred to the true meridian as adopted by the Baltimore Survey Control System.

Being a portion of the property known as No. 408 South Eutaw Street.

BEING that same lot of ground which was conveyed by Herbert B. Millhauser, et al. unto the Mayor and City Council of Baltimore by deed dated September 21, 1977, and recorded among the Land Records of Baltimore City and State of Maryland in Liber R.H.B. 3528 at page 732.

CERTIFICATE AND AFFIDAVIT OF ALLOCATION OF MARYLAND RECORDATION TAX

SOUTHERN SEA FOOD COMPANY, a Maryland corporation ("Debtor") hereby certifies under penalties of perjury as of the date hereof that the collateral which is described hereto and incorporated herein, is located in the jurisdictions as more particularly described below. According to the books and records of the Debtor, the approximate value of the collateral and amount of recording tax due in each jurisdiction as of the date hereof as follows:

1. Value of exempt Collateral		\$ <u>4,603,012</u>
2. Value of non-exempt Collateral		\$ <u>267,500</u>
3. Total Value of Collateral		\$ <u>4,870,512</u>
4. Computation of Amount of Debt Exempt for Recordation Tax:		
<u>Value of Exempt Collateral</u>	X <u>Total Amount of Debt Secured</u>	= <u>Amount of Debt Exempt from Tax</u>
\$ <u>94</u>	X \$ <u>2,800,000.</u>	= \$ <u>2,632,000</u>
5. Amount of Non-Exempt Debt		\$ <u>168,000</u>
6. Amount of Non-Exempt Debt Allocate by County based upon proportional value of Non-Exempt Collateral		
(a) Baltimore City (43%)		\$ <u>72,270</u>
(b) Baltimore County (17%)		\$ <u>23,530</u>
(c) Howard County (27%)		\$ <u>40,320</u>
(d) Anne Arundel County (19%)		\$ <u>31,920</u>
7. Baltimore City, Maryland		
Recorded Tax Due on Non-Exempt Debt (Amount in line 6(a) per \$500 or portion)		
<u>175</u>	X \$2.75	= \$ <u>398.75</u>

8. Baltimore County, Maryland

Recorded Tax Due on Non-Exempt Debt
(Amount in line 6(b) per \$500 or portion)

48 X \$2.50 = \$ 120.00

9. Howard County, Maryland

Recorded Tax Due on Non-Exempt Debt
(Amount in line 6(a) per \$500 or portion)

81 X \$2.20 = \$ 178.20

10. Anne Arundel County, Maryland

Recorded Tax Due on Non-Exempt Debt
(Amount in line 6(d) per \$500 or portion)

67 X \$3.50 = \$ 234.50

11500

THE SOUTHERN SEA FOOD COMPANY,
A Maryland Corporation

By: Robert L. Millhauser (SEAL)
Robert L. Millhauser,
President

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 525 PAGE 17

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated 03/18/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LAWRENCE A. KLEIN
Address 830 OAK TRAIL, CROWNSVILLE, MARYLAND 21032

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 03/18/91

4. This financing statement covers the following types (or items) of property: (list)

1988 Johnson Motor
Model # 40RLCC
Serial # 7722880

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
X (Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

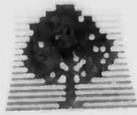
LAWRENCE A. KLEIN
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

(Signature of Secured Party)

Donna Walsh - Manager
Type or Print Above Signature on Above Line



FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at Anne Arundel
- 2 To Be Recorded among the Financing Statements Records at Anne Arundel
- 3 Not Subject to Recodation Tax
- 4 Subject to Recodation Tax on an initial debt in the principal amount of \$ 7,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recodation Tax on the initial debt has been paid.

5 Debtor(s) Name(s) BATCHELOR EXCAVATING Address 111 Maryland Avenue Edgewater, Maryland 21037

6 Secured Party Maryland National Bank Address 4611-A Assembly Drive Lanham, Maryland 20706
Attention Tom Herman

7 This Financing Statement covers the following property and all proceeds and products thereof including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- n/a A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- n/a B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- n/a C. Accounts. All of the accounts of each Debtor (including, without limitation, all promissory notes receivable, drafts, promissory notes and similar instruments and documents) both now owned and hereafter acquired, together with all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- n/a D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents) both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- n/a E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- n/a F. All Equipment. All of the equipment of each Debtor both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- n/a H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

James R. Batchelor, Owner (Seal)

Secured Party
Maryland National Bank
Carol L. Meekins (Seal)

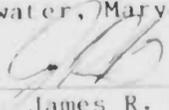
Carol L. Meekins, Retail Sales Representative
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

11-50

525 PRE 79

BATCHELOR EXCAVATING
111 Maryland Avenue
Edgewater, Maryland 21037

BY: 
James R. Batchelor, Owner

SCHEDULE A

International Backhoe 250, Series A, Serial #2340127V101454X

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No: 525 PAGE 80

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Peter J. Hoppa

Address 1185 Claire Drive, Crownsville, Md 21032

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.

Address 6300 Grain Highway, Upper Marlboro, Md 20772

J.I. Case Credit Corp. 5790 Widawaters Parkway, Syracuse, New York 13214
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 New Case Model 1835C Diesel
Unloader
Serial # 17940814

Name and address of Assignee

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widawaters Parkway
Syracuse, N.Y. 13214

Peter J. Hoppa
(Signature of Debtor)

Peter J. Hoppa
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay Williams
(Signature of Secured Party)

Suit & Wells Equipment Co., Inc.
Type or Print Above Signature on Above Line

1/250

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404

BOOK 525 PAGE 81

File No.

Record Reference: Liber

Folio

TERMINATION STATEMENT

To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 257026

Record Reference: Liber 486 Folio 148

Date of Filing: June 13, 1985

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Revere Printing, Inc.

8234 Telegraph Road
Odenton, Maryland 21113

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: March, 17, 19 88.

By: *Marilyn F. Horton*

Marilyn F. Horton
Assistant Vice President

Type or print all names
and titles under signatures.

ILD-121-3M

10,50

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,000.00
- To Be Recorded in Land Records (For Fixtures Only).

NAME	ADDRESS		
1. Debtors(s) (or assignor(s))	No.	Street	City State
J.P. FULLER, INC.	1812 S.	CRAIN HIGHWAY	GLEN BURNIE, MD 21061

2. Secured Party (or assignee) 12125 VIERS MILL ROAD, SILVER SPRING, MD 20906
 SOVRAN BANK / MARYLAND

3. This Financing Statement covers the following types (or items) of property:

1988 HYSTER FORKLIFT
 SERIAL #A203A01934H

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK / MARYLAND

Debtors(s) or Assignor(s) J.P. FULLER, INC.
Isela E. Schmidt Merchant
~~BY ISLA E. SCHMIDT MERCHANT, TREAS.~~

By: *Michael T. Cavey*
 Type Name MICHAEL T. CAVEY
 Title ASSISTANT VICE PRESIDENT

 Type or Print Name and Title of Each Signature

165-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 - 813287

1. DEBTOR

Name WAYNE ROBINSON

Address 671 TETON DRIVE, LOTHIAN, MD 20711

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA B 4200 TRACTOR, SER.#51157
- 1 NEW WOODS RM-400 FINISH MOWER
- 1 NEW FERGUSON AA-36 ROTO-TILLER

Name and address of Assignee
 KUBOTA CREDIT CORPORATION
 P.O. Box 105598
 Atlanta, GA 30348-5598

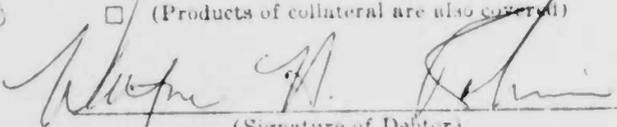
"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

11/5

 (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)


 (Signature of Secured Party)

LARRY E. GROFF

WT-1

FINANCING STATEMENT

RECORDED
INDEXED

Maturity Date _____

For Filing Officer Use

File No. _____

Date & Hour
of Filing _____

DEBTOR (Last name first) BOLEN TRUCKING INC

Address 6608 Harrison Ave., Linthicum, Anne Arundel County, Maryland 21090
Street, City, County, State

SECURED PARTY

Westminster Bank and Trust Company
71 E. Main Street, Westminster, Carroll County, Md.

1. This Financing Statement covers the following types or items of property:

1980 Kenworth Tandem Tractor Serial No. 275915K

2. This transaction (is) (is not) exempt from the recording Consideration

\$ 10,000.00

Dated: This 3rd day of March, 1988

Secured Party:
Westminster Bank and Trust Company
By G Raymond Bankert
G Raymond Bankert-Vice Pres
Title

Debtor Shirley L Bolen
Signature
Shirley L Bolen - Pres
Signature

Filing Officer - Mail this Statement
after recording to -

Westminster Bank and Trust Company
71 E. Main Street
Westminster, Maryland

11/10/88

STATEMENT OF CONTINUATION
TERMINATION
ASSIGNMENT
PARTIAL RELEASE

Name of Debtor (or Assignor) ROBERT K
Address: 401 Washington Blvd., Glen Burnie, MD, 21061

Name of Secured Party (or Assignee): WESTMINSTER BANK & TRUST COMPANY
Address: 69 - 71 EAST MAIN STREET, WESTMINSTER, MARYLAND

This Statement refers to original Financing Statement filed in Anne Arundel County, Maryland,
No. Book 513 Page 119, Folio _____, Dated June 9, 1987, and also among the
Land Records of Carroll County in Liber _____ Folio _____

Continuation:
The original financing statement between the foregoing Debtor and Secured Party is still effective.

Termination:
The Secured Party for Assignment no longer claims a security interest under the Financing Statement of the above Debtor bearing the filing number shown above.

Assignment:
The Secured Party certifies that the Secured Party has assigned to the Assignee below Secured Party's rights under the Financing Statement bearing the file number shown above in the following property:

Partial Release:
From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party (or Assignee) releases the following:

Assignee: _____
Address: _____
Property: 1980 Kenworth Tractor Serial No. 275915K

Secured Party (or Assignee):
Westminster Bank & Trust Company
[Signature]
By G Raymond Bankert - Vice Pres
Title

Dated: March 15, 1988

WESTMINSTER BANK & TRUST COMPANY
WESTMINSTER, MD.



ESTIMATED
8:30 PM 3:59

H. EDLE SCHMIDT
CLERK

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

ann. 525 page 86

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This
Statement refers to original Financial Statement. Identifying File Number 260082 recorded
in Liber 494 Folio 53 on January 22, 1986 (date)

1. DEBTOR(S)

Name(s) Arundel Equipment, Inc.
Address(es) 305 E. Furnace Branch Road
Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Equitable Bank, National Association
Address 100 S. Charles St.
Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby
(Check only one Box)

- 3 CONTINUATION The original Financing Statement referred to above is still effective
- 4 TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above
- 5 ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below
- 6 AMENDMENT The original Financing Statement above referred to is amended as set forth in Item 8 below (Signature of Debtor is required)
- 7 RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below

8

SEE ATTACHED SCHEDULE A

1010

9. DEBTOR

Arundel Equipment, Inc.

BY: Frank J. Scott, Sr.
Frank J. Scott, Sr., President

SECURED PARTY

EQUITABLE BANK, National Association

BY: Margaret Anderson
Margaret Anderson
Assistant Vice President
(Type Name and Title)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST 3rd FL
BALTIMORE, MARYLAND 21201

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250918

RECORDED IN LIBER 470 FOLIO Page 526 ON February 14, 1984 (DATE)

1. DEBTOR

Name Peyton B. Fletcher III

Address 8101 Connecticut Ave. Apt. 110N Chevy Chase, MD 20815

2. SECURED PARTY

Name Connecticut Savings Bank

Address 47 Church Street, New Haven, CT 06510

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

Dated February 11, 1988

Elizabeth A. Taylor
 (Signature of Secured Party)
 Elizabeth Taylor
 Type or Print Above Name on Above Line

1050

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) James L. Clagett, DDS Cynthia A. Clagett 6451 Burwood Plaza Linthicum, Md 21090	2. Secured Party(ies) and address(es) Signet Leasing & Financial Corp. F/K/A Union Tidewater Financial Co. /NC P.O. Box 2373 Baltimore, Md 21203	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. ID 234984 L430 P400 Filed with AA Co. Date Filed 10/21 1980		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

Signet Leasing & Financial Corporation

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

525 PPT 90

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name, First) and address(es) James L. Clagett, DDS & Cynthia A. Clagett 6451 Burwood Plaza Linthicum, Md 21090	2. Secured Party(ies) and address(es) Signet Leasing & Financial Corp. F/K/A Union Tidewater Financial Co. /NC P.O. Box 2373 Baltimore, Md 21203	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	---	---

4. This statement refers to original Financing Statement bearing File No. ID 232799 L425 P586
Filed with AA Co. Date Filed 6/2/ 1980

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

Signet Leasing & Financial Corporation

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) James L. Clagett, DDS & 6451 Burwood Plaza Linthicum, MD 21090	2. Secured Party(ies) and address(es) Signet Leasing & Financial Corp. F/K/A Union Tidewater Financial Co. /NC P.O. Box 2373 Baltimore, Md 21203 Amended 228169 L425 P547	3. Maturity Date (if any) For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. ID 228169 L414 P466 Filed with AA Co. Date Filed 5/29/80 9/20/79		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

Signet Leasing & Financial Corporation

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

By: _____
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3



525 P.M.E. 32

1. INCENTIVE STATEMENT - completed by filing officer
for this purpose to the Filing Officer's Code

No. of Additional
Sheets Presented

The Debtor is a transmitting utility

2. Debtor's Name, Address and Appointed Agent
ANDREW J. SWANN
162 LYONS CREEK MOBILE ESTA
LOTHIAN, MD. 20711
KELLY M. LEE

3. Secured Parties: Name(s) and Address(es)
MT. VERNON REALTY, INC.
5484 SOUTHERN MARYLAND BLVD.
LOTHIAN, MD. 20711

4. Filing Officer: Date, Time, No. Filing Office

5. The Financing Statement covers the following type(s) of property:
1979

1470VAC012268

70 X 14 GUARDIAN Rooms

To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturer's invoice and/or purchase agreement and/or retail security agreement.

6. Accounting of Secured Party and Address(es)
Crescent Financial, Inc.
1623 Forest Drive Suite 201
Annapolis, MD 21401

Products of the collateral are also covered

This statement is to be indexed in the Real Estate Records

7. Name of a Record Owner

- The debtor has crops or growing or to be grown on *
 - The described goods are or are to be affixed to *
 - The timber to be cut or minerals or the like including oil and gas is on *
- *Describe Real Estate in Item 5

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed against the Debtor's signature to perfect a security interest in collateral (where appropriate) and:
- where it proceeds of the original collateral described above in which a security interest was perfected in
 - acquired after a change of name, identity or corporate structure of the Debtor, or
 - in the event the filing has lapsed, or
 - where it is a security interest in another jurisdiction
 - when the collateral was brought into this State or when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignor(s) and Consignee(s) or
 Lessor(s) and Lessor(s)

JACK A.
ANDREW J. SWANN
KELLY M. LEE

Jack A. Swann
Kelly M. Lee

Crescent Financial, Inc.

By

Junda Jaggaet

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) Filing Officer Copy - Numerical

STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

REC- 525 FILE 93

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. MATURITY DATE (if any)
FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name, First and ADDRESSSES)

Northward Corp
8004 Jumpers Hole Rd
Pasadena, MD 21223

2. SECURED PARTY(IES) AND ADDRESSSES

John Deere Company
P.O. Box 1321
Baltimore, MD 21203

4. This statement is based on original Financing Statement bearing File No. 521326937-AA

Date Filed 8-12-85

Filed with Anne Arundel

- 5. CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. TERMINATION Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. ASSIGNMENT The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. AMENDMENT Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. RELEASE Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented

to Anne Arundel Co Clerks
Annapolis, MD 21401

By _____
Signature(s) of Debtor(s) (Necessary only if Item 5 is applicable)

By [Signature]
Signature(s) of Secured Party(ies)

Manager, Processing
John Deere Company

STANDARD FORM - FORM UCC-3

FILED OFFICE COPY - ADMINISTRATIVE

BOOK 525 PAGE 94

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR(S) (Last Name First and ADDRESS(ES)) Northward Corp 504 Jumpers Hole Rd Pasadena, MD 21122 521326931 AC	2. SECURED PARTY(IES) and ADDRESS(ES) John Deere Company P O Box 1321 Baltimore, MD 21203	3. MATURITY DATE (If Any) FOR FILING OFFICER (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>299210</u>		
Filed with <u>Anne Arundel</u>		Date Filed <u>11-7-85</u>

- 5. CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented: _____

to Anne Arundel Co Clerk
Annapolis, MD 21401

By _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By [Signature]
Signature(s) of Secured Party(ies)

Manager, Processing
John Deere Company

FILED OFFICER (Date, Time and Filing Office)

STANDARD FORM - FORM UCC-3

525 PAGE 95

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. MATURITY DATE
or Any 03/31/91
FOR FILING OFFICER (Date, Title and Filing Office)

1. DEBTOR(S) (Last Name, First and ADDRESS)

WITTEN
5324 HOLLY HILL
WFST, MD
21794

2. SECURED PARTY(IES) and ADDRESSES

JOHN DEERE COMPANY
74
1000 JOHN DEERE BLVD
Moline, IL 61701

4. This statement refers to original Financing Statement bearing File No. 11028777

Filed with ANNAPOLIS MD 993-4 Date Filed 09/20/88

- 5. CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. TERMINATION Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. ASSIGNMENT The Secured Party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
- 8. AMENDMENT Financing Statement bearing file number shown above is amended as set forth in item 10.
- 9. RELEASE Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10. [Redacted Box]

Number of Additional Shares Presented

1 OF 2374

CLERK OF CIRCUIT COURT
3 UCC DIVISION
ANNAPOLIS COUNTY
ANNAPOLIS MD 21403

JOHN DEERE CREDIT SERVICES, INC.

By: [Signature] Signature of Debtor (necessary only if item 6 is applicable)

By: [Signature] Signature of Secured Party
Manager, Processing
John Deere Company

STANDARD FORM - FORM UCC-9

5:25 PM '96

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR(S) Last Name First and ADDRESSES: SIMMONS, S. W. ADLTY JHA COLD. FIA 2872 NOTWELL SUD. RD DEALE MD 20721 22282750 AD	2. SECURED PARTY(IES) and ADDRESSES: JOHN DEERE COMPANY P. O. BOX 23250 APT 3L MOINES IA 50003 FORMERLY: JOHN DEERE COMPANY JULIUS, OH	3. MATURITY DATE (if Any) 04 AUG 96 FOR FILING OFFICER (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>208921</u> Filed with <u>ANNE ARUNDEL MD</u> Date Filed <u>04 AUG 96</u>		

- 5. CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party bearing file number shown above is still effective.
- 6. TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

TO: CLERK OF CIRCUIT CRT
2 MCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

Number of Additional Sheets Presented 21 PAGES

DEERE CREDIT SERVICES INC.

By _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable).

By *[Signature]*
Signature(s) of Secured Party(ies) Manager, Processing
John Deere Company

UNLAWFUL OFFICIAL COPY - ALTERNATIVE

STANDARD FORM - FORM UCC-3

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es):

Consumer Phone Co. Inc.
104 S. Ritchie Highway
Pasadena, MD 21122

(2) Secured Party(ies) (Name(s) and Address(es))

Vend Lease Company Inc.
6424 Frankford Ave.
Baltimore, MD 21205

(3) (a) Collateral is or includes fixtures
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following type(s) [or item(s)] of property

ARC XT CENT. PROCESS UNIT, MATH COPROCESSOR, FLOPPY DIST CONTROLLER-540K, MONOGRAPHICS CARD, MONOGRAPHICS 13" MONOCHROME MONITOR, 1200 BAUD MODEM, PANAECC KX-P1392 MULTI-MODE PRINTER, CABLES, ONICRON XT CENT PROCESS UNIT, 20 MEG. HARD DRIVE, FLOPPY DIST CONTROLLER-540K, CGA COLOR GRAPHICS CARD, MAGNAVOX 15" COLOR MONITOR 1200 BAUD MODEM, PANASONIC KX-1091 PRINTER

(6) Signatures Debtor(s)

Matthew P. Kelly

Secured Party(ies) [or Assignees]

(By) *Robert P. Pugh*

(By) Standard Form Approved by N.C. Sec. of State and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See G.S. 25-9-402 (2)

UCC-1

IXSU

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First and address(es)) Gary Briggs T/A CHEM TRANS, INC. 50 W. Earleigh Heights Rd. Severna Park, MD 21146	2. Secured Party(ies) and address(es) MAROX LEASING COMPANY 31 Pickburn Court ██ Cockeysville, MD 21030	3. Maturity Date (if any) For Filing Officer (Date, Time and Filing Office)
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4. This statement refers to original Financing Statement bearing File No. 271187 Book 521 Page 198
 Filed with Anne Arundel Co. Date Filed December 23 19 87

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

Assigned to: JOHN HANSON BANK
 P.O. Box 1446
 Beltsville, MD 20705-1446

No. of additional Sheets presented:

By: _____ MAROX LEASING COMPANY
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable) By: *Harvey Seitz*
 Signature(s) of Secured Party(ies)

5:25 PM '99

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Gary S. Groll Individually and T/A Plantworks Address(es) 1654 Crofton Boulevard Crofton, Maryland 21114

6. Secured Party, Maryland National Bank Address Department: ACCU
 Attention: Lisa Edwards Post Office Box 987, Mailstop 500-501
Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types of items of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. **Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents) both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. **All Equipment.** All of the equipment of each Debtor both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. **Specific Equipment.** All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral" and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. **Other.** All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property) (Continued on Schedule A)

Debtor Gary S. Groll Individually and T/A Plantworks

Secured Party, Maryland National Bank

By [Signature] (Seal)
Type name and title, if any.
Gary S. Groll

By [Signature] (Seal)
Type name and title, if any.
Mark T. Blizzard

207-95 REV. 1-86

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

1809060

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) H & H Pool Chemicals and Supplies, Inc. Address(es) 7614 Baltimore Annapolis Boulevard
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department ACCU
Post Office Box 887, Maryland 500-501
Attention Lisa Edwards Baltimore, Maryland 21203
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. Accounts: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. General Intangibles: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents) both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Specific Equipment: All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. Other: All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property): (Continued on Schedule A)

Debtor: H & H Pool Chemicals and Supplies, Inc. Secured Party: Maryland National Bank

By George Hartman (Seal)
Type Name and Title Here
George Hartman, President

By Jane C. Phillips (Seal)
Type Name and Title Here
Jane C. Phillips, Assistant Vice President

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Credit Collection Dept.
P.O. Box 887
Annapolis, Maryland 21404

1900075-0099

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) T.L.B. Associates, Inc. Address(es) 2124 Priest Bridge Drive #14
Crofton, Maryland 21114

6. Secured Party: Maryland National Bank Address: Department: Crofton Office
Attention: F. Hughes Post Office Box 987, Mailstop: 500504
Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents) both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor T.L.B. Associates, Inc.
 By [Signature] (Seal)
Thomas L. Brown, Pres.
 By _____ (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank
 By [Signature] (Seal)
M. Faye Hughes, Assistant Vice Pres.
 Type name and title

207-95 REV. 1-86

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

4564696-0999

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code:

- 1. NAME AND ADDRESS OF DEBTOR: ANNAPOLIS LIFE CARE, INC.
2901 Riva Trace Parkway
Annapolis, MD 21404
- 2. NAME AND ADDRESS OF SECURED PARTY: CHEMICAL BANK, a New York banking corporation
Real Estate Division
633 Third Avenue
New York, NY 10017
Attn: Terri Spiegelman

3. This Financing Statement covers the following types (or items) of property:

(a) all right, title and interest of the Debtor now owned, or hereafter acquired, in and to the real and personal property, described in the Deed of Trust (the "Deed of Trust") by and among Debtor, Anne Arundel County, Maryland and The First National Bank of Maryland dated as of March 1, 1988, relating to the Bonds and covering the premises more fully described in Exhibit A attached hereto (hereinafter the "Premises") and the buildings and improvements now or hereafter located thereon, including the following property, rights and interests:

(1) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

(2) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Premises and all present or future operation and occupancy of the Premises and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises;

Handwritten initials/signature

RECORD FEE

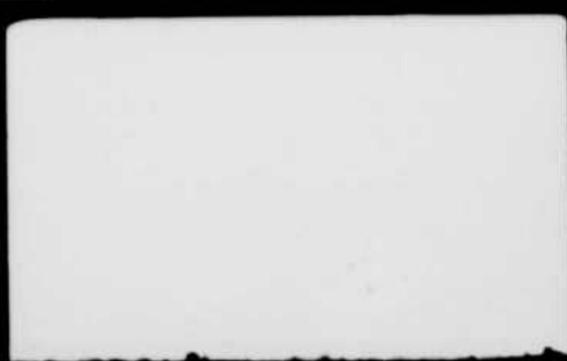
29.00

50

REGISTERED DEED WITH TAXES

BL
CLERK

03/31/88



(3) all awards or payments, including interest therein, and the right to receive the same, which may be made with respect to the Premises, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Premises;

(4) all leases and other agreements affecting use or occupancy of the Premises or any portion thereof now or hereafter entered into, including, without limitation, the Residency Agreements and the right to receive and apply the proceeds, payments, rents, issues and profits thereof or otherwise arising from the Premises or any portion thereof;

(5) all proceeds of and any unearned premiums on any insurance policies covering the Premises, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises;

(6) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Premises and to commence any action or proceeding to protect the interest of the Secured Party in the Premises.

(b) all right, title and interest of Debtor now owned, or hereafter acquired, in all of the articles, goods, fixtures and equipment, construction materials, supplies, and other personal property described in the Security Agreement (the "Security Agreement") by and among Debtor, Anne Arundel County, Maryland and The First National Bank of Maryland dated as of March 1, 1988, relating to the Bonds and now or hereafter situate on the Premises and used in connection therewith (the Premises, together with all improvements and personal property and equipment thereon, are collectively called the "Collateral"), including:

(1) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Premises and all building equipment, materials and supplies or any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises;

(2) All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Collateral, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Collateral;

(3) all leases and other agreements affecting the use or occupancy of the Premises or any portion thereof now or hereafter entered into including, without limitation, the Residency Agreements and the right to receive and apply the proceeds, payments, rents, issues and profits thereof or otherwise arising from the Collateral or any portion thereof;

(4) all proceeds of and any unearned premiums on any insurance policies covering the Collateral, including, without limitation, the right to receive and apply the proceeds of insurance, judgments, or settlements made in lieu thereof, for damage to the Collateral;

(5) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Collateral and to commence any action or proceeding to protect the interest of the Secured Party in the Collateral;

(c) the following property described in the Loan Agreement (the "Loan Agreement") between Debtor and Anne Arundel County, Maryland dated as of March 1, 1988, relating to the Bonds:

(1) All "Gross Revenues" of the Debtor, which is defined to mean all operating and nonoperating revenues, receipts and income received by the Debtor in respect to the ownership and operation of the Project, including without limitation all of Debtor's rights and interests in the entrance fees whether or not accrued as revenues and other revenues, receipts and income in respect of the Residency Agreements, and all rights to receive the same, whether in the form of accounts receivable, contracts rights, chattel paper, instruments, general intangibles or other rights and all proceeds thereof, including insurance proceeds (other than proceeds from liability insurance or workmen's compensation insurance) and condemnation awards, whether now existing or hereafter coming into existence and whether now owned or hereafter acquired; provided, however that there shall be excluded from Gross Revenues any gifts, grants, bequests, donations or contributions and any income therefrom which may not be pledged or applied to the Debt Service Fund, as defined in the Financing Documents, as a result of restrictions or designations imposed by the donor or maker of the gift, grant, bequest or contribution in question at the time of the making thereof; further provided, however, that Gross Revenues in the nature of entrance fee deposits are subject to certain rights of return of applicants who reside in the Project; and

(2) "Project Equipment," which is defined to mean all personal property, goods, leasehold improvements, machinery, equipment, furnishings, furniture, fixtures, tools and attachments, wherever located on the Premises and whether now owned or here fter acquired, and any additions and accessions thereto, substitutions therefor and replacements thereof, including substitutions and replacements for equipment initially leased by the Debtor and leased equipment retained by the Debtor upon termination of such lease.

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects security interests granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to that certain Intercreditor Agreement

by and among the Secured Party, Ronald P. Fish and Fred Wolf III, The First National Bank of Maryland, Annapolis Life Care, Inc. and Life Care Services Corporation dated as of March 1, 1988. The Bonds do not constitute an indebtedness or charge against the general credit or taxing powers of the Secured Party, and do not constitute or give rise to any pecuniary liability of the Secured Party. The Loan Agreement, Security Agreement, Deed of Trust, Intercreditor Agreement and all documents and agreements executed and delivered by the Debtor as security for or in connection with the issuance of the Bonds constitute the "Financing Documents" referred to herein. Other capitalized terms not otherwise defined herein are intended to have the meanings specified in the Loan Agreement.

Debtor: Secured Party
ANNAPOLIS LIFE CARE, INC. CHEMICAL BANK

By: Charles S. Minter,
President

By: David C. Daneker,
Esquire

Filing Officer: Return to: David C. Daneker, Esquire
Semmes, Bowen & Semmes
250 W. Pratt Street
Baltimore, MD 21201

525 page 1117

EXHIBIT "A"

DESCRIPTION OF PROPERTY
SITUATED IN THE 2ND TAX DISTRICT
OF
ANNE ARUNDEL COUNTY, MARYLAND

Consisting of two (2) parcels of land being contiguous and continuous and herein described as PARCEL ONE and PARCEL TWO

PARCEL ONE

Being all of Lot 2 as shown on a plat of subdivision entitled "MINOR SUBDIVISION PLAT OF RIVA TRACE CORPORATION" recorded among the land records of Anne Arundel County, Maryland in Plat Book 94 Folio 46. Being bounded and described as follows:

Beginning for the same at a point on the N 73° 05' 05" W 1574.79 feet line of the aforesaid plat and being distant 436.79 feet from the end thereof; thence with the line of division between the aforesaid plat and a plat entitled "PLAT 2 OF 2 RIVA TRACE PLANNED UNIT DEVELOPMENT SECTION 2" recorded among the land records of Anne Arundel County, Maryland in Plat Book 99 Folio 4 the following four (4) courses and distances

1. N 16° 54' 55" E a distance of 1260.08 feet; thence
2. S 62° 47' 53" E a distance of 239.41 feet; thence
3. S 49° 01' 45" E a distance of 217.40 feet; thence
4. S 76° 00' 48" E a distance of 436.98 feet to the shores of Gingerville Creek; thence leaving said line of division and with the shores of Gingerville Creek
5. S 49° 50' 37" E a distance of 48.45 feet; thence
6. S 35° 39' 14" E a distance of 38.22 feet; thence
7. S 06° 39' 03" E a distance of 88.13 feet; thence
8. S 15° 23' 58" E a distance of 96.88 feet; thence
9. S 21° 53' 36" E a distance of 54.07 feet; thence

10. S 38° 43' 32" E a distance of 48.11 feet; thence
11. S 19° 16' 28" W a distance of 47.50 feet; thence
12. S 49° 49' 31" W a distance of 47.92 feet; thence
13. S 33° 05' 11" W a distance of 100.50 feet; thence
14. S 47° 37' 22" W a distance of 52.98 feet; thence
15. S 10° 31' 59" W a distance of 54.43 feet; thence
16. S 15° 42' 19" E a distance of 60.62 feet; thence
17. S 43° 28' 11" E a distance of 26.75 feet; thence
18. S 89° 44' 38" E a distance of 56.24 feet; thence
19. S 73° 28' 23" E a distance of 54.16 feet; thence
20. S 62° 07' 10" E a distance of 53.05 feet; thence
21. S 56° 55' 23" E a distance of 53.10 feet; thence
22. S 63° 44' 39" E a distance of 30.15 feet; thence
23. S 44° 14' 56" W a distance of 108.50 feet; thence
24. S 38° 00' 56" W a distance of 124.67 feet; thence
25. S 33° 18' 21" W a distance of 110.47 feet; thence
26. S 48° 59' 19" W a distance of 45.79 feet; thence
27. S 66° 07' 12" W a distance of 53.74 feet; thence
28. S 18° 51' 22" W a distance of 51.39 feet; thence
29. S 13° 04' 53" W a distance of 71.54 feet; thence leaving the shores of Gingerville Creek and with the line of division between the aforesaid plat as recorded in Plat Book 94 Folio 46 and two plats entitled: "CAPE ST. JOHN SECTION D" and "CAPE ST. JOHN SECTION F" recorded among the land records of Anne Arundel County, Maryland in Plat Book 21 Folio 26 and Plat Book 21 Folio 31
30. N 73° 05' 05" W a distance of 1,138.00 feet to the place of beginning
Containing 30.008 acres of land, more or less

PARCEL TWO

Being shown as Parcel C, an access easement to Riva Trace Corporation property, as shown on a plat of subdivision entitled "PLAT 2 OF 2 RIVA TRACE PLANNED UNIT DEVELOPMENT, SECTION 2" recorded among the land records of Anne Arundel County, Maryland in Plat Book 99 Folio 4. Being bounded and described as follows:

Beginning for the same at a point on the right-of-way line of RIVA TRACE PARKWAY at the end of the N 73° 05' 05" W 128.03 feet, line of the aforesaid plat recorded in Plat Book 99 Page 4; thence with said right-of-way line

1. Along the arc of a circle curving to the left, having a radius of 60.00 feet, a chord bearing and distance of N 16° 54' 55" E 60.00 feet; respectively, an arc distance of 62.83 feet; thence leaving said right-of-way line and with the outline of Parcel C
2. S 73° 05' 05" E a distance of 128.03 feet to the line of division between the aforesaid plats recorded among the land records of Anne Arundel County, Maryland in Plat Book 99 Folio 4 and Plat Book 94 Folio 46. Thence with said line of division
3. S 16° 54' 55" W a distance of 60.00; thence leaving said division line
4. N 73° 05' 05" W a distance of 128.03 feet to the place of beginning

Containing 7,356 square feet or 0.1688 of an acre of land, more or less.

Together with an access easement over Parcel lettered "C" as shown on Plat of Subdivision entitled "Plat 2 of 2, Riva Trace, Planned Unit Development, Section 2", as recorded in Plat Book 99 at Page 4, Plat No. 5129, among the Land Records of Anne Arundel County, Maryland.

525 110

FINANCING STATEMENT

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS
OF THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer
pursuant to the Maryland Uniform Commercial Code:

- 1. NAME AND ADDRESS OF DEBTOR: ANNAPOLIS LIFE CARE, INC.
2901 Riva Trace Parkway
Annapolis, MD 21404
- 2. NAME AND ADDRESS OF SECURED PARTY/
ASSIGNOR: ANNE ARUNDEL COUNTY, MARYLAND
Office of Economic Development
Arundel Center
Annapolis, MD 21404
Attn: Financing Coordinator
- 3. NAME AND ADDRESS OF ASSIGNEE: THE FIRST NATIONAL BANK OF
MARYLAND, as Trustee (the
"Trustee") under that certain
Indenture of Trust (the
"Indenture") dated as of
March 1, 1988, by and
between the Secured Party and
the Trustee for the benefit
of the holders from time to
time of Anne Arundel County,
Maryland Economic Development
Gross Revenue Mortgage Bonds,
Annapolis Life Care, Inc.,
1988 Series (Ginger Cove Life
Care Community) (the "Bonds")
25 South Charles Street
Baltimore, MD 21201



RECORD FEE 33.00
POSTAGE .50

4080140 0055 004 109472

03/31/78

P/D



525-111

4. This Financing Statement covers the following types (or items) of property:

(a) all right, title and interest of the Debtor now owned, or hereafter acquired, in and to the real and personal property described in the Deed of Trust (the "Deed of Trust") by and among Debtor, Secured Party and Assignee dated as of March 1, 1988, relating to the Bonds and covering the premises more fully described in Exhibit A attached hereto (hereinafter the "Premises") and the buildings and improvements now or hereafter located thereon, including the following property, rights and interests:

(1) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

(2) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Premises and all present or future operation and occupancy of the Premises and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has

or shall have an interest, now or hereafter located upon the Premises;

(3) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Premises;

(4) all leases and other agreements affecting use or occupancy of the Premises or any portion thereof now or hereafter entered into, including, without limitation, the Residency Agreements and the right to receive and apply the proceeds, payments, rents, issues and profits thereof or otherwise arising from the Premises or any portion thereof;

(5) all proceeds of and any unearned premiums on any insurance policies covering the Premises, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises;

(6) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Premises and to commence any action or proceeding to protect the interest of Secured Party and Assignee in the Premises;

(b) all right, title and interest of Debtor now owned, or hereafter acquired, in all of the articles, goods, fixtures and equipment, construction materials, supplies, and other personal property described in the

Security Agreement (the "Security Agreement") by and among Debtor, Secured Party and Assignee dated as of March 1, 1988, relating to the Bonds and now or hereafter situate on the Premises and used in connection therewith (the Premises, together with all improvements and personal property and equipment thereon, are collectively called the "Collateral"), including:

(1) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises, or appurtenances thereto, and usable in connection with the present or future operation and occupancy of the Premises and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises;

(2) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Collateral, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Collateral;

(3) all leases and other agreements affecting the use or occupancy of the Premises or any portion thereof now or hereafter entered into, including, without limitation, the Residency Agreements and the right to receive and apply the proceeds, payments, rents, issues and profits thereof or otherwise arising from the Collateral or any portion thereof;

(4) all proceeds of and any unearned premiums on any insurance policies covering the Collateral, including, without limitation, the right to receive and apply the proceeds of insurance, judgments, or settlements made in lieu thereof, for damage to the Collateral;

(5) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Collateral and to commence any action or proceeding to protect the interest of the Secured Party in the Collateral;

(c) the following property described in the Loan Agreement (the "Loan Agreement") between Debtor and Secured Party dated as of March 1, 1988, relating to the Bonds:

(1) All "Gross Revenues" of the Debtor, which is defined to mean all operating and nonoperating revenues, receipts and income received by the Debtor in respect of the ownership and operation of the Project, including without limitation all of Debtor's rights and interests in the entrance fees whether or not accrued as revenues and other revenues, receipts and income in respect of the Residency Agreements, and all rights to receive the same, whether in the form of accounts receivable, contracts rights, chattel paper, instruments, general intangibles or other rights and all proceeds thereof, including insurance proceeds (other than proceeds from liability insurance or workmen's compensation insurance) and condemnation awards, whether now existing or hereafter coming into existence and whether now owned or hereafter acquired; provided, however that there shall be excluded from Gross Revenues any gifts, grants, bequests, donations or

contributions and any income therefrom which may not be pledged or applied to the Debt Service Fund, as defined in the Financing Documents, as a result of restrictions or designations imposed by the donor or maker of the gift, grant, bequest or contribution in question at the time of the making thereof; further provided, however, that Gross Revenues in the nature of entrance fee deposits are subject to certain rights of return of applicants who reside in the Project; and

(2) "Project Equipment," which is defined to mean all personal property, goods, leasehold improvements, machinery, equipment, furnishings, furniture, fixtures, tools and attachments, wherever located on the Premises and whether now owned or hereafter acquired, and any additions and accessions thereto, substitutions therefor and replacements thereof, including substitutions and replacements for equipment initially leased by the Debtor and leased equipment retained by the Debtor upon termination of such lease.

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects security interests granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust, the Loan Agreement, and the Security Agreement as security for the loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement. Such security interests have been assigned by the Secured Party to the Assignee under the Loan Agreement and the Indenture to secure payment of the principal of and interest on the Bonds. The Bonds do not constitute an indebtedness or charge against the general credit

or taxing powers of the Secured Party, and do not constitute or give rise to any pecuniary liability of the Secured Party. The Loan Agreement, Security Agreement, Deed of Trust and all documents and agreements executed and delivered by the Debtor as security for or in connection with the issuance of the Bonds constitute the "Financing Documents" referred to herein. Other capitalized terms not otherwise defined herein are intended to have the meanings specified in the Loan Agreement.

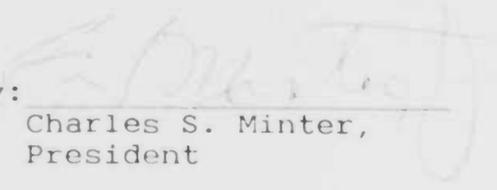
Debtor:

ANNAPOLIS LIFE CARE, INC.

Secured Party/Assignor:

ANNE ARUNDEL COUNTY, MARYLAND

By:


Charles S. Minter,
President

By:

O. James Lighthizer,
County Executive

Filing Officer: Return to:

David C. Daneker, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, MD 21201

5573.9.14
3/22/88

THIS INSTRUMENT HAS BEEN EXECUTED BY THE DEBTOR AND SECURED PARTY/
ASSIGNOR IN DUAL COUNTERPART, AND THE COUNTERPART PRESENTED FOR
RECORDING CONTAINS THE SIGNATURE PAGE FROM EACH.

or taxing powers of the Secured Party, and do not constitute or give rise to any pecuniary liability of the Secured Party. The Loan Agreement, Security Agreement, Deed of Trust and all documents and agreements executed and delivered by the Debtor as security for or in connection with the issuance of the Bonds constitute the "Financing Documents" referred to herein. Other capitalized terms not otherwise defined herein are intended to have the meanings specified in the Loan Agreement.

Debtor:
ANNAPOLIS LIFE CARE, INC.

Secured Party/Assignor:
ANNE ARUNDEL COUNTY, MARYLAND

By: _____
Charles S. Minter,
President

By: _____
O. James Lighthizer,
County Executive

Filing Officer: Return to: David C. Daneker, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, MD 21201

5573.9.12
3/22/88

THIS INSTRUMENT HAS BEEN EXECUTED BY THE DEBTOR AND SECURED PARTY/ASSIGNOR IN DUAL COUNTERPART, AND THE COUNTERPART PRESENTED FOR RECORDING CONTAINS THE SIGNATURE PAGE FROM EACH.

525 118

FINANCING STATEMENT

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS
OF THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code:

- 1. NAME AND ADDRESS OF DEBTOR: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Office of Economic Development
Annapolis, MD 21404
Attn: Financing Coordinator
- 2. NAME AND ADDRESS OF SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND, as Trustee (the "Trustee") under that certain Indenture of Trust (the "Indenture") dated as of March 1, 1988, by and between the Debtor and the Trustee for the benefit of the holders from time to time of Anne Arundel County, Maryland Economic Development Gross Revenue Mortgage Bonds, Annapolis Life Care, Inc., 1988 Series (Ginger Cove Life Care Community) (the "Bonds")
25 South Charles Street
Baltimore, MD 21201

3. This Financing Statement covers the following types (or items) of property:

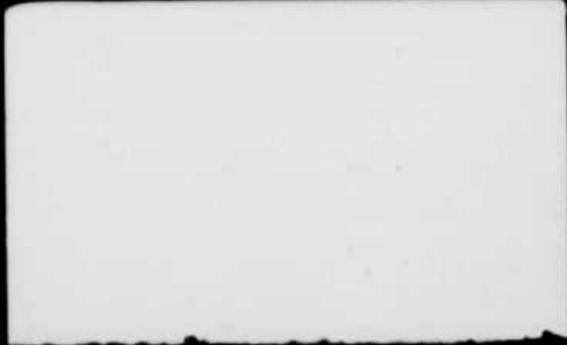
RECORD FEE 17.00

POSTAGE .50

MD90750 C035 R04 T09136

03/31/88

[Handwritten initials]



(a) All of the Debtor's rights, title and interest in and to, and remedies under (i) the Loan Agreement by and between the Debtor and Annapolis Life Care, Inc., a Maryland non-profit corporation (the "Borrower"), dated as of March 1, 1988, relating to the Bonds (the "Agreement"), (ii) the Deed of Trust by and among the Borrower, the Debtor and Secured Party as Trustee for the benefit of Debtor and as Assignee of Debtor's rights under the Deed of Trust, dated as of March 1, 1988, relating to the Bonds, covering the real property located at 2901 Riva Trace Parkway, Annapolis, Maryland (as more fully described in Exhibit A hereto) and recorded, or intended to be recorded, in the Land Records of Anne Arundel County (the "Deed of Trust"), (iii) the Security Agreement by and between the Borrower and the Debtor, dated as of March 1, 1988, relating to the Bonds (the "Security Agreement") and (iv) the Deed of Trust Note of the Borrower to the Debtor, dated as of March 1, 1988, relating to the Bonds (the "Note") (except to the extent to which any such document provides for the indemnification or the payment of expenses of the Debtor or rights of the Debtor to collect Taxes) including all extensions and renewals of the term thereof, if any, together with all right, title and interest of the Debtor therein, including, but without limiting the generality of the foregoing, the present and continuing right to claim, collect and receive any of the moneys, income, revenues, issues, profits and other amounts payable or receivable thereunder, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Debtor is or may become entitled to do under the Agreement, the Deed of Trust, the Security Agreement and the Note, but reserving, however, to the Debtor rights under the Agreement and the Indenture to be released, protected, indemnified and saved harmless from liabilities, suits, actions,

claims, demands, losses, expenses and costs upon the conditions therein set forth;

(b) All Funds and Accounts (except the Earnings Account and the Rebate Account) established under the Indenture and moneys therein; and

(c) All moneys and securities from time to time held by the Secured Party under the terms of the Indenture (except moneys and securities in the Earnings Account and the Rebate Account) and any and all other real or personal property of every name and nature concurrently herewith or from time to time hereafter by delivery or by writing of any nature conveyed, mortgaged, pledged, assigned or transferred as and for additional security thereunder.

PROVIDED, HOWEVER, that there shall be excluded from the property described in this Paragraph 3 all right, title and interest of the Debtor in and to (a) any right which it may have to the payment of Taxes (as defined in the Indenture) and (b) any rights of the Debtor under the Agreement, the Deed of Trust, the Security Agreement, the Note and the Indenture to inspect the Project, receive notices and grant approvals.

4. Proceeds and products of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Commercial Code, and shall include the proceeds of any and all insurance policies.

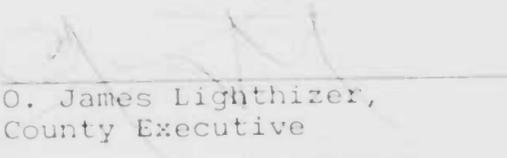
5. This Financing Statements gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Indenture as security for the Anne Arundel County, Maryland Economic Development Gross Revenue Mortgage Bonds, Annapolis Life Care, Inc., 1988 Series (Ginger Cove Life Care Community), which are being issued pursuant to the Maryland Economic Development Revenue Bond Act, which Bonds do not constitute an indebtedness or charge against the general

525 120

credit or taxing powers of the Debtor, and do not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By: 

O. James Lighthizer,
County Executive

Filing Officer: Return to: David C. Daneker, Esquire
Semmes, Bowen & Semmes
250 W. Pratt Street
Baltimore, MD 21201

5573.9.15
3/22/88

4

~~THIS INSTRUMENT HAS BEEN EXECUTED BY THE DEBTOR AND SECURED PARTY/ASSIGNOR IN DUAL COUNTERPART, AND THE COUNTERPART PRESENTED FOR RECORDING CONTAINS THE SIGNATURE PAGE FROM EACH.~~

525 FEB 121

FINANCING STATEMENT (MARYLAND)

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION, AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

RECORDATION TAX PAID AT THE OFFICE OF LAND RECORDS FOR ANNE ARUNDEL COUNTY, MARYLAND

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: WILLIAM E. SCHUJLING c/o Mid-Atlantic Cars, Inc. 10287 Lee Highway Fairfax, Virginia 22030

2. NAME AND ADDRESS OF SECURED PARTY: CENTURY CREDIT CORPORATION 901 Elkridge Landing Suite 200 Linthicum, Maryland 21090 Attn.: Mr. Lewis R. Glassman

3. This Financing Statement covers the following types (or items) of property owned by Debtor:

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter

21-52



acquired by Debtor including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof; provided, however, that notwithstanding the provisions of this subsection (a), furniture, equipment, machinery and personal property (including all replacements thereof) owned by lessees of Debtor or that are used by Debtor in connection with its business and not essential to the utilization of the Property, including (but without limitation) inventory, office furniture and office equipment, shall not be deemed to be collateral subject to the lien of the Deed of Trust (herein defined), the security interest created thereby or the financing prohibitions therein set forth;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, accounts receivable, plans and specifications, rights in action with respect to the Property, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

525 PUE 123

(e) All proceeds of insurance policies concerning the Property or any of the afore-described personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith, made between Debtor, W. Taylor Brown and Stanford D. Hess, trustees thereunder and the Secured Party (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Property is William E. Schuiling.

7. The principal amount of the debt initially incurred is \$450,000. All recordation taxes due and payable with respect to the debt were or will be paid upon recordation of the Deed of Trust among the Land Records of Anne Arundel County, Maryland.

DEBTOR:



(SEAL)

William E. Schuiling

525 PHE 124

Date: March 30, 1988

Mr. Clerk: Please return to: W. Taylor Brown, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

EXHIBIT A

BEING KNOWN and designated as Lots 5070, 5071 and 5072, as set forth on Plat entitled "Plat of The Property of The Curtis Creek Mining, Furnance and Manufacturing Co.", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 6 folio 19.

ALSO KNOWN as 7160 Ritchie Highway, Glen Burnie (Anne Arundel County), Maryland.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255734
RECORDED IN LIBER. EAC 482 FOLIO 559 ON 2/26/85 (DATE)

1. DEBTOR

Name JOEL A. LEVIN
Address 1222 A. Boucher Drive, Annapolis, MD 21403

2. SECURED PARTY

Name Second National Federal Savings Bank
Address P. O. Box 2558, Salisbury, Maryland 21801-2558

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Second National Federal Savings Bank,
organized and existing under the laws of the
United States of America, formerly Second
National Building & Loan, Inc.

Dated 2-26-88

Debbie Bailey
(Signature of Secured Party)

Type or Print Above Name on Above Line

Debbie Bailey
Vice President

525 127
272295

BOOK 4530 PAGE 635

66-2532 2

- To be recorded
1. among Land Records,
 - * 2. in Financing Statement Records and
 3. with State Department of Assessments and Taxation

Not subject to recordation tax

DATE: December 31, 1987

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

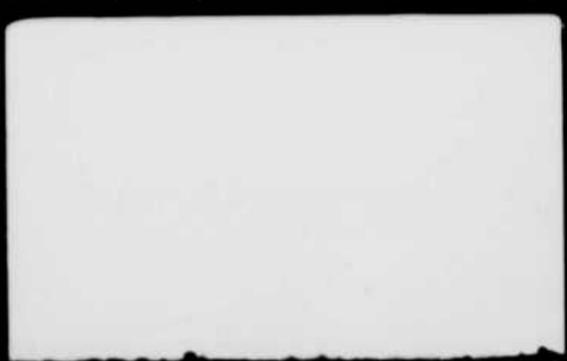
1. Debtor:	Address of Debtors:
NEW RIDGE LIMITED PARTNERSHIP, a Maryland limited partnership	9475 Deereco Road Timonium, Maryland 21093

2. Secured Party:	Address of Secured Party:
MERCANTILE-SAFE DEPOSIT & TRUST COMPANY	Two Hopkins Plaza Baltimore, Maryland 21203

3. This Financing Statement covers

3.1. The interest of the Debtors in all equipment, machinery, apparatus, fixtures, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Property which is hereinafter described and used or usable in connection with any present or future operation of such Property and now owned or hereafter acquired by the Debtors, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof, including, by way of example rather than of limitation, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, sump pumps, attached cabinets, partitions, ducts and compressors, security systems, hydrolic lifts, and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon such land.

3.2. The interest of the Debtors in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter



made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Property or any part thereof, under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof.

3.3. The interest of the Debtors in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof, or any of the other property described in this Financing Statement, or any part thereof.

3.4. The interest of the Debtors in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtors in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Property, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof; all construction contracts, public works agreements, bonds, deposits, construction materials, supplies, lumber, machinery and equipment; and including, without limitation, all cash or securities deposited under any of the above to secure performance by Debtors, its lessees or any others of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtors to the trustees named therein, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Mercantile-Safe Deposit and Trust Company.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said Property consists of all of that real property located in Anne Arundel County, Maryland, which is more particularly described in the said deed of trust and security agreement, and in Exhibit A hereto.

7. This Financing Statement may be executed in Counterparts with each page hereto constituting an

original signature page for the purposes of this Financing Statement.

Debtor:

NEW RIDGE LIMITED PARTNERSHIP

By: P. FRED'K OBRECHT MANAGEMENT CO.

By: *[Signature]*
Name: *[Faint text]*
Title: *[Faint text]*

3139n

ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201



FINANCING STATEMENT

by

NEW RIDGE LIMITED PARTNERSHIP, a
Maryland limited partnership

and

MERCANTILE SAFE DEPOSIT AND TRUST COMPANY

EXHIBIT A

Description of land

BEING KNOWN AND DESIGNATED as Lot No. 4, as shown on a Plat
entitled, "MYTYCH PROPERTIES", which Plat is recorded among
the Land Records of Anne Arundel County in Plat Book 92,
folio 35.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493

Page No. 134

Identification No. 259782

Dated December 27, 1985

1. Debtor(s) { Bay Country Investments (Wilen, Stein, & Yulsman)
 Name or Names - Print or Type
 1000 West Street Annapolis, Maryland 21401
 Address - Street No. City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
 Name or Names - Print or Type
 P.O. Box 1596 Baltimore, MD 21203
 Address - Street No. City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00

POSTAGE .50

MDP 216 COST 204 111.50



Dated March 8, 1988

The First National Bank of Maryland
Yvonne M. Barcroft
(Name of Secured Party)

Yvonne M. Barcroft
(Signature of Secured Party)

Loan Accounting Officer
(Type or Print (Include Title if Company))

200000

525 P. 131

[TO BE CROSS INDEXED]

- To be recorded
- (1) in the Financing Statement Records of Prince George's County
 - (2) in the Land Records of Prince George's County
 - (3) in the Financing Statement Records of Anne Arundel County
 - (4) with State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

RECORD FEE 11.00

POSTAGE .50

2002110 1247 204 114153

OK 03/01/70

FINANCING STATEMENT

- 1. Debtor: Ceg Construction, Inc. Address of Debtor: 1714 Whitfield Court Crofton, Maryland 21114
- 2. Secured Party: SOVRAN BANK/MARYLAND, a banking corporation organized and existing under the laws of the State of Maryland Address of Secured Party: 6411 Ivy Lane Greenbelt, Maryland 20770

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning

apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any

525 P. 133

and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that land, situate and lying in Prince George's County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:
Ceg Construction, Inc.

Dated: March 14, 1988 By: *Mark G. Levin*

Mr. Clerk: Please return to: Mark G. Levin, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

EXHIBIT "A"

Lot numbered Eleven (11), in Block lettered "D" in a subdivision known as "Lots 6 to 11 (incl.) Block 'D', Section 11, CHEVERLY," as per plat thereof recorded among the Land Records of Prince George's County, Maryland in Plat book BB 12 at Plat No. 13. (18th Election District).

[TO BE CROSS INDEXED]

- To be recorded
- (1) in the Financing Statement Records of Prince George's County
 - (2) in the Land Records of Prince George's County
 - (3) in the Financing Statement Records of Anne Arundel County
 - (4) with the State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

RECORD FEE 1.10
 POSTAGE .30
 APPROX 1237 804 11433

FINANCING STATEMENT

- 1. Debtor: Address of Debtor:
 CHARLES E. GARDENHOUR, JR. 1714 Whitfield Court
 AND CHERIE GARDENHOUR Crofton, Maryland 21114
- 2. Secured Party: Address of Secured Party:
 SOVRAN BANK/MARYLAND, 6411 Ivy Lane
 a banking corporation Greenbelt, Maryland 20770
 organized and existing
 under the laws of the
 State of Maryland

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies,

curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any

and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that land, situate and lying in Prince George's County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

Dated: March 14, 1988

By: *Charles E. Gardenhour, Jr.*
Charles E. Gardenhour, Jr.

By: *Cherie Gardenhour*
Cherie Gardenhour

Mr. Clerk: Please return to:

Mark G. Levin, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

EXHIBIT "A"

Lot numbered One Hundred Seventy (170) in Block numbered Thirty-six (36) is a subdivision known as "Section No. 3A & 4A, CHEVERLY", as per plat thereof recorded among the Land Records of Prince George's County, Maryland in Plat Book SDH3 at folio 44. (2nd Election District).

525 139

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT IDENTIFYING FILE NO. 244944
RECORDED IN LIBER 455 FOLIO 532 ON November 9, 1982 (DATE)

1. DEBTOR

Name Home Video Services, Inc.
Address 554 Benfield Village, Severna Park, Maryland 21146

2. SECURED PARTY

Name Maryland National Bank
Address 5 Crain Highway, Northeast
Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ONE FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input checked="" type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) TERMINATION

Please return original document to:

Thomas J. Mollica
7956 Queens Road
Glen Burnie, MD 21061

MARYLAND NATIONAL BANK

Dated 3/11/88

Jane C. Phillips
(Signature of Secured Party)
JANE C. PHILLIPS
Type or Print Above Name on Above Line

56192.1117

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE ASSIGNMENT ETC. - FORM UCC-2
THIS STATEMENT REFERS TO ORIGINAL STATEMENT IDENTIFYING FILE NO. 252482
RECORDED IN LIBER 474 FOLIO 311 ON July 10, 1984 (DATE)

1. DEBTOR

Name Home Video Services, Inc.
Address P.O. Box 10, Pasadena, Maryland 21122

2. SECURED PARTY

Name Maryland National Bank
Address 5 Crain Highway, Northeast
Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Others (Indicate whether amendment, termination, etc.) <p style="text-align: center;">TERMINATION</p>

Please return original to:
Thomas J. Mollica
7956 Queens Road
Glen Burnie, MD 21061

MARYLAND NATIONAL BANK

Dated 3/14/85

Jane C. Phillips
(Signature of Secured Party)
JANE C. PHILLIPS
Type or Print Above Name on Above Line

56192.1117

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at MD STATE & ANNE ARUNDEL COUNTY
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 80,000. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Russell William Ltd. Address(es) 1710 Midway Road Odenton, MD 21113

6. Secured Party: Maryland National Bank Address: Department West Shore Collateral Unit
 Attention: Claude Patrick ~~XXXXXXXXXXXX~~ Mailstop 500-271
~~XXXXXXXXXXXX~~ P. O. BOX 871 ANNAPOLIS, MD 21401
 (Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A)
 SPOT WELD INCORPORATED MULTI-POINT WELDER OF H-TYPE CONSTRUCTION
 SERIAL #30766

Debtor: Russell William, Ltd. Secured Party: Maryland National Bank
 By: [Signature] (Seal) By: [Signature] (Seal)
 Type name and title if any: Russell K. Winter, President
 By: Thomas D. Harvey, Vice (Seal) By: Glenn L. Wilson, Vice President
 Type name and title if any: President/Secretary

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P. O. Box 871
 Annapolis, Maryland 21404

207-95 REV 1/86

3927308-2099

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
 2 To Be Recorded among the Financing Records at Anne Arundel Co. and Maryland SDAT and
Baltimore County
 3 Not subject to Recordation Tax
 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 300,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Maryland SDAT

5 Debtor(s) Name(s): Ruppert Brothers of Maryland, Inc. Address(es): PO Box 304 - 479 Jumpers Hole Rd.
Baltimore Home Insulation, Inc. Severna Park, Md. 21146
4111 Washington Blvd.
Baltimore, Md. 21227
 6 Secured Party Maryland National Bank Address Department: _____
Attention: Collateral Unit Post Office Box 987, Mailstop 300-301
Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
- D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof
- F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof
- 8 All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property): (Continued on Schedule A)

See Schedule A1 & A2 Attached

Debtor Ruppert Brothers of Maryland, Inc. Secured Party Maryland National Bank
Baltimore Home Insulation, Inc.
 By David P. Ruppert (Seal) By Glenn L. Wilson (Seal)
Type name and title, if any
 By the Board, for both (Seal) Glenn L. Wilson, Vice President
Type name and title, if any

207-96 REV. 1-86

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 971
 Annapolis, Maryland 21404

525 143

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A-1

This is the Schedule A to

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement

dated n/a 19 and executed by Ruppert Brothers of Maryland, Inc. & Baltimore Home Insulation, Inc.

(Grantor or Debtor) This Schedule A provides more space in which to describe the property covered by the above document(s)

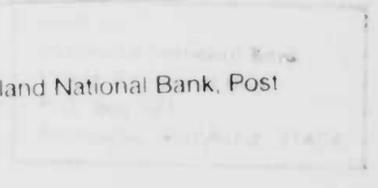
Property Description (continued)

<u>Baltimore Home Insulation</u>	
AT&T 3B2310 Micro-computer, 72 mg Hard Disk,	
1042K RAM, 10 User Ports, 1 mg Floppy	
Drive, 32 mg Tape Backup System	\$ 20,755.00
1 MB Memory	1,120.00
NEC 3550 Letter Quality Printer	1,695.00
Tally 490 Dot Matrix Printer	1,786.00
7 Wyse 85 Amber Terminals	5,325.40
400 Watt Standby Power Supply	695.00
9600 Baud Modem	3,880.71
MCBA Software	7,075.00
AT&T Office Assistant	1,100.00

GRANTOR/DEBTOR
 By *David P. Ruppert* (SEAL)
 Name David P. Ruppert, Chairman
of the Board, for both
 Title _____

GRANTOR/DEBTOR
 By _____ (SEAL)
 Name _____
 Title _____

CLERK If detached from the above described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.



MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

525 PAGE 144

SCHEDULE A-2

This is the Schedule A to

- a deed of trust
- an indemnity (deed of trust)
- a security agreement
- a financing statement

dated n/a 19 and executed by Ruppert Brothers of Maryland, Inc.

(Grantor or Debtor): This Schedule A provides more space in which to describe the property covered by the above document(s)

Property Description (continued)

Ruppert Bros.	
AT&T 3B2/310 Micro-computer, 72 mg Hard Disk, 1024K RAM, 10 User Ports, 1 mg Floppy Drive, 32 mg Tape Backup System	\$ 20,755.00
NEC 3550 Letter Quality Printer	1,695.00
Tally 490 Dot Matrix Printer	1,786.00
6 WYSE 85 Amber Terminals	4,587.25
400 WATT Standby Power Supply	695.00
9600 Baud Modem	3,880.74
AT&T additional 72 MB Hard Drive	2,765.00
MCBA Software	9,075.00
UNIX O/S Systems Software	1,500.00
AT&T Office Manager Software	1,995.00
AT&T 3B2 2 MB RAM Board	3,864.00

GRANTOR/DEBTOR

By David P. Ruppert (SEAL)

Name David P. Ruppert

Title Chairman of the Board

GRANTOR/DEBTOR

By _____ (SEAL)

Name _____

Title _____

CLERK If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203

207 318 REV 1-88

Maryland National Bank
 National Monetary Bank
 Credit Collection Unit
 P.O. Box 971
 Annapolis, Maryland 21404

EXHIBIT "A"

I.

BEGINNING for the same at a point on the easterly side of Governor Ritchie Highway, said point of beginning being North 32° 49' 34" West 490.32 feet from where the easterly side of the aforesaid Governor Ritchie Highway is intersected by the South 44° 36' West 560 plus or minus foot line in that conveyance from Carrie W. Cott, Widow, to Philip E. Miller and wife by deed dated June 26, 1944, and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. No. 310, folio 279, thence leaving said beginning point and continuing to running with the easterly side of Governor Ritchie Highway North 32° 49' 34" West 436.84 feet, thence North 02° 56' 56" East 41.93 feet to the southerly line of Old Frederick Road as laid out 30 feet wide, thence running with the said southerly side of Old Frederick Road North 55° 43' 25" East 569.99 feet, thence leaving the aforesaid road and running with the easterly line of a 20 foot wide right-of-way the following two courses and distances South 31° 33' 17" East 223.33 feet and South 33° 00' 54" East 171.70 feet, thence South 48° 28' 13" West 596.80 feet to the place of beginning. Being and intending to be the residue of the aforesaid deed #J.H.H. 310/279. Containing 5.8572 acres of land more or less including the 20 foot wide right-of-way.

Being the same property described in a Deed of even date herewith and recorded or to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Philip E. Miller and Rita Ullman Miller unto First United Pentecostal Church of Annapolis, Maryland, Inc.

II.

PARCEL ONE

BEGINNING for the same at a pipe set at the end of the North 39 degree 56 minute West 905.73 foot line as shown on the Plat of the subdivision of part of the J. C. Strohm property in the Third Election District of Anne Arundel County as recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 14; and running from thence, North 42 degrees 50 minutes 20 seconds East 293.85 feet to a point; thence North 42 degrees 47 minutes 00 seconds East 242.51 feet to a post set on the Northwest corner of the entire tract of land; thence South 49 degrees 19 minutes 00 seconds East 991.14 feet to a pipe set on the Northwest corner of Lot No. 4; thence South 50 degrees 26 minutes 00 seconds West 693.71 feet to a pipe set on Northwest corner of a 15 foot roadway; thence North 39 degrees 56 minutes 00 seconds West 905.73 feet to the place of beginning, containing fourteen and one hundred ninety-one one-thousandths (14.191) acres of land, more or less, and being known as Lot No. 2 and a part of Lot No. 3 as shown on said Plat.

SAVING AND EXCEPTING THEREFROM all that lot of ground conveyed by John Chipburn and Tiny Chipburn, his wife, to Phillip B. Woolford and Madge I. Woolford, his wife, by deed dated the 8th day of February, 1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 210, folio 226, and described as follows:

BEGINNING for the same at the Northernmost corner of Lot No. 3 as laid down on the Plat of a part of the subdivision of the John C. Strohm property as recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 14; and running thence binding along the northerly or South 39 degrees 56 minutes East 196.79 foot line of said Lot No. 3 as now surveyed, South 34 degrees 18 minutes 20 seconds East 198.79 feet to the northerly side of a 15-foot road or right-of-way; and running thence binding on the South 50 degrees 26 minutes West 388.54 foot line of Lot No. 3 produced Northeasterly as now surveyed, North 56 degrees 03 minutes 40 seconds East 219.13 feet; thence parallel to the first line of this description, North 34 degrees 18 minutes 20 seconds West 198.79 feet to intersect the South 50 degrees 26 minutes West 609.26 foot line of said Lot No. 3 extended in a Northeasterly direction; thence binding on said line extended as now surveyed, South 56 degrees 03 minutes 40 seconds West 219.13 feet to the place of beginning. Containing one (1.0) acre of land, more or less, and designated as Parcel "B" on the State Roads Commission Plat No. 3219. LEAVING a residue of 13.191 acres of land, more or less.

PARCEL TWO

BEGINNING for the same at a pipe now set at the Northernmost corner of Lot No. 1 as laid down on the Plat of the subdivision of part of the John C. Strohm property recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 14, and running thence binding on the South 39 degrees 56 minutes 00 seconds East 691.93 foot line of said Lot No. 1 as now surveyed; South 34 degrees 18 minutes 20 seconds East 691.93 feet to the Easternmost corner of the aforesaid Lot No. 1; thence binding along a part of the line of division between Lots Nos. 1 and 3 of the aforesaid Plat as now surveyed, South 56 degrees 03 minutes 40 seconds West 198.74 feet to intersect the Eastern right-of-way line of the proposed Annapolis Boulevard Relocation as shown on the State Roads Commission's Plat No. 3219; and running thence binding thereon, North 23 degrees 54 minutes 30 seconds West 692.69 feet to intersect the Northwesterly or North 42 degrees 50 minutes 20 seconds East 442.12 foot line of the aforesaid Lot No. 1; thence binding on a part of the said line as now surveyed, North 48 degrees 28 minutes East 74.1 feet to the place of beginning, containing two and fourteen one-hundredths (2.14) acres of land, more or less, and designated as Parcel "A" on the aforesaid State Road Commission's Plat No. 3219. Being a part of Lot No. 1 as laid down on the plat of the subdivision of a part of the John C. Strohm property recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 14.

PARCEL THREE

BEGINNING for the same at an iron pipe on the East side of Ritchie Highway, said pipe being located at the Northwest corner of the conveyance from Phillip E. Miller and Rita U. Miller, his wife, to Harry Dantoni and Jeannette Dantoni, his wife; and running from thence and with the West line of said conveyance, North 55 degrees 10

EXHIBIT "A" (continued)

minutes 50 seconds East 851.19 feet to a pipe set in the 9th line of the conveyance from Penn and Morton to Taylor recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56, folio 132; thence with said 9th line reversely, and as corrected, South 23 degrees 45 minutes East 370.4 feet to a pipe at the end of the 8th line of said conveyance; thence with said line reversely South 47 degrees 12 minutes West 867.89 feet to a pipe set where the 8th line of the whole tract as referred to in the conveyance from Carrie W. Gott to Phillip E. Miller and Rita U. Miller, his wife, by deed dated June 1, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 310, folio 279, intersects the East side of the Ritchie Highway; thence with the same North 25 degrees 30 minutes West 490.5 feet to the place of beginning, containing 8.19 acres of land, more or less.

Being the part of the property described in a Deed dated December 31, 1976, and recorded among the Land Records of Anne Arundel County in Liber 2933, folio 193, from Frank E. Lunter and Evelyn Lunter unto First United Pentecostal Church of Annapolis, Maryland, Inc.

MAILED 10

M. Wilson Afford

FINANCING STATEMENT

NOT SUBJECT TO RECORDATION TAX:

NAME OF DEBTOR

ADDRESS

Professional Vehicles, Inc.

151 Gibraltar Street
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST COMPANY

ADDRESS: P.O. Box 311
ANNAPOLIS, MARYLAND
21404

1. This Financing Statement covers the following kind or types of property (the collateral), now or hereafter held by the Debtor, as inventory; and also all proceeds resulting from the sale or other disposition thereof, including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

Boats, automobiles, appliances, equipment, and merchandise of all kinds and description including (but not limited to) boats, automobiles, trucks, and all appliances, equipment accessories, furnishings, replacement parts and merchandise attached to or usable on said items and also any items repossessed in the Debtor's possession to which secured party has title or in which the secured party has a security interest.

2. The Collateral property is affixed or to be affixed to or is to be crops on the following real estate:

3. X Proceeds
 Products of the collateral are also specifically-covered

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

SECURED PARTY (OR ASSIGNEE)

Professional Vehicles, Inc.

THE ANNAPOLIS BANKING AND TRUST CO.

BY: *Wallace E. Ravenport*
Wallace E. Ravenport

BY: *William A. Busik*

BY: _____

TITLE William A. Busik, Asst. V. Pres.

11-52

525 PAGE 150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 24,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel Co. \$168.00
This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gunther, Martin E.
Address 1756 West Drive Pasadena, MD 21122

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement is To Be Returned if Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE
RECORD TAX
POSTAGE
NOTARIAL FEE

CK

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Martin E. Gunther

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

LARRY F. KIMMEL, ADMIN. V.P.

Type or Print Above Signature on Above Line

17
16850

to Mortgagee's satisfaction, with or without the consent of the holder of the title, and without the consent of the Mortgagee's representative, and apply...

If after the date of Mortgagee's satisfaction the holder of the title... Mortgagee's representative shall be deemed to have accepted the Mortgagee's satisfaction...

When the mortgagee... shall be deemed to have accepted the Mortgagee's satisfaction... and the Mortgagee shall be deemed to have accepted the Mortgagee's satisfaction...

It is hereby certified that the Mortgagee's satisfaction... shall be deemed to have accepted the Mortgagee's satisfaction...

In testimony whereof... the Mortgagee's representative... shall be deemed to have accepted the Mortgagee's satisfaction...

IN WITNESS WHEREOF... Martin E. Gunther (Notary) and Martin E. Gunther (Signature)

STATE OF Maryland COUNTY OF Anne Arundel Martin E. Gunther being duly sworn, deposes and says

That the Mortgagee... Credit Alliance Corporation... shall be deemed to have accepted the Mortgagee's satisfaction...

Martin E. Gunther, Notary

Notary Public

Notary Public... Credit Alliance Corporation... shall be deemed to have accepted the Mortgagee's satisfaction...

Notary Public



SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated March 25, 19 88 between the undersigned.

525 PSE 152

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Trailmobile 48' X 102" Van Trailer w/Roller Bed System	1988 G1AA-IUAL	1PT01AAH1190004479
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

Martin E. Gunther

By: _____

By: Martin E. Gunther

FINANCING STATEMENT

NOT SUBJECT TO RECORDATION TAX:

NAME OF DEBTOR

ADDRESS

Professional Vehicles, Inc.

151 Gibraltar Street
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST COMPANY

ADDRESS: P.O. Box 311
ANNAPOLIS, MARYLAND
21404

1. This Financing Statement covers the following kind or types of property (the collateral), now or hereafter held by the Debtor, as inventory; and also all proceeds resulting from the sale or other disposition thereof, including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

Boats, automobiles, appliances, equipment, and merchandise of all kinds and description including (but not limited to) boats, automobiles, trucks, and all appliances, equipment accessories, furnishings, replacement parts and merchandise attached to or usable on said items and also any items repossessed in the Debtor's possession to which secured party has title or in which the secured party has a security interest.

2. The Collateral property is affixed or to be affixed to or is to be crops on the following real estate:

3. X Proceeds of the collateral are also specifically-
 Products covered

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

SECURED PARTY (OR ASSIGNEE)

Professional Vehicles, Inc.

THE ANNAPOLIS BANKING AND TRUST CO.

BY: Wallace E. Davenport

BY: William A. Busik

BY: _____

TITLE William A. Busik, Asst. V. Pres.

11-52

525 150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 24,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel Co. \$168.00
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gunther, Martin E.
Address 1756 West Drive Pasadena, MD 21122

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE
RECORD TAX
POSTAGE
NOTARIAL FEE

CK

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Martin E. Gunther

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

LARRY F. KIMMEL, ADMIN. V.P.
Type or Print Above Signature on Above Line

1680 SU

Mortgage... shall be without prejudice to the right... the... shall be deemed to Mortgage... and apply...

IN WITNESS WHEREOF... Mortgage... shall be deemed to Mortgage... and apply...

Mortgage... shall be deemed to Mortgage... and apply...

Mortgage... shall be deemed to Mortgage... and apply...

IN WITNESS WHEREOF... Mortgage... shall be deemed to Mortgage... and apply...

STATE OF Maryland
COUNTY OF Prince Georges

Martin E. Gunther

being duly sworn, deposes and says

Mortgage... shall be deemed to Mortgage... and apply...

Credit Alliance Corporation

Martin E. Gunther, sworn

Mortgage... shall be deemed to Mortgage... and apply...

Mortgage... shall be deemed to Mortgage... and apply...

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated March 25, 1988 between the undersigned.

525 PAGE 152

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Trailmobile 48' X 102" Van Trailer w/roller Bed System	1988 01AA-10AL	1PT01AAHLJ900AA79
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Martin E. Gunther

By: *Martin E. Gunther*

525 153

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 17,160.00

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cem Printing
Address 216-B North Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Oce' Business Systems, Inc.
Address 1351 Washington Blvd. Suite 3000
Stamford, CT 06902

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1) Oce' 1750 RDF/FIN

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kathleen Goldsmith
(Signature of Debtor)

Kathleen Goldsmith- Controller

Type or Print Above Name on Above Line
on behalf of Cem Printing

(Signature of Debtor)

Pursuant to Power of

Type or Print Above Signature on Above Line
Attorney Granted

RECORD FEE 13.00

RECORD TAX 125.00

POSTAGE .30

HOUSTON DIST 404 108102

CR 04/08/06

Kathleen Goldsmith
(Signature of Secured Party)

Kathleen Goldsmith- Controller

Type or Print Above Signature on Above Line

13
184.50

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

06-309165



525 PHE 154 132564-000
TERM Lease

Leasing
 PROGRAM

35302

YOUR Océ Leased EQUIPMENT

1750 RDH/fw
 175040425

CREDIT APPROVED
 BLANKET CREDIT
 BANK REFERENCE
 D & B INFO

Lease term

84 mos

Lease payments

\$ 355.¹¹ mo

option amount

\$ 1766.⁰⁰

Subject to the terms and conditions of this Agreement (including those on the reverse side hereof) which the Customer acknowledges he has read, the Customer hereby leases from Océ Business Systems, Inc. (Océ) Océ equipment to the Customer for the equipment selected by the Customer as indicated above or on the schedule attached hereto in accordance with the Equipment's. The Customer is entitled to an exact copy of this Agreement and understands that it cannot be cancelled or terminated except as provided herein.

Accepted OCE-BUSINESS SYSTEMS, INC. 1551 WASHINGTON ST., SUITE 1000 STAMFORD, CONNECTICUT 06907 LESSOR	BY _____ DATE _____	AGREEMENT NUMBER _____	CUSTOMER CEM Printing, Inc. <small>CORPORATE PARTNERSHIP TRUST OR INDIVIDUAL NAME</small> 216 B NORTH CRAIN Highway <small>ADDRESS OF PLACE OF BUSINESS</small> Glen Burnie, mo 21061 <small>CITY COUNTY STATE ZIP CODE</small> <small>PRINTED SYSTEM LOCATION, IF OTHER THAN LESSOR'S ADDRESS ABOVE</small> XW. Carl Carlsew <small>SIGNATURE OF AUTHORIZED OFFICIAL</small> CAEL Carlsew Pessioant <small>PRINT OR TYPE NAME AND TITLE OF PERSON SIGNING</small>
	<small>OCE'S TERMS AND CONDITIONS STATED HEREIN SUPERSEDE ANY TERMS IN CUSTOMER'S ORDER OR OTHER CONTRACT DOCUMENTS WHICH ARE INCONSISTENT WITH, OR IN ADDITION TO, OCE'S TERMS AND CONDITIONS</small>		

HEADQUARTERS COPY



1. TERM

This Agreement shall become effective for Equipment installed pursuant hereto on the earlier of the date it is accepted by Oce or the installation date of Equipment. If the Equipment is already installed on the Customer's premises, this Agreement shall become effective on the date it is accepted by Oce. In the event that Oce's Credit Department does not approve this transaction, Oce shall have the right, upon written notice, to cancel this Agreement and remove Equipment at any time prior to 60 days after installation of Equipment or Oce's acceptance of this Agreement, whichever is later. The initial term hereof shall terminate at the expiration of the number of months set forth on the face hereof commencing on the first lease payment. At the expiration of the initial term of this Agreement, the Customer, if not in default hereunder and upon 30 days' prior notice to Oce, may exercise: (i) a one-time option to renew this Agreement for an additional period of 12 months at the same rental and under the same terms and conditions in effect at the time of renewal of this Agreement, or (ii) purchase Equipment for the amount specified on the face hereof. Upon expiration of termination of this Agreement, or upon demand made by Oce pursuant to paragraph 7, the Customer shall return Equipment to Oce at a location specified by Oce, at the Customer's expense, in the same condition as delivered, with reasonable wear and tear expected.

2. LEASE PAYMENTS

During the initial and all renewal terms of this Agreement, the Customer agrees to pay the number and amount of Lease Payments as shown on the face hereof as Minimum Lease Payments for the Equipment without offset or deduction of any kind. The first Minimum Lease Payment shall be due on the first day of the month following: (i) the installation of Equipment, or (ii) if Equipment is already installed on the Customer's premises, the date Agreement is accepted by Oce. All other Lease Payments shall be made in advance on the first day of each month of the initial or any renewal term(s). Each invoice is payable upon receipt and a late charge of the lower of 1 1/2% per month of the invoiced amount or the highest permissible amount by law will be assessed against the unpaid amount 30 days after the date of invoice.

3. EQUIPMENT/TITLE

Equipment may be newly manufactured, remanufactured or used as set out in the Oce commercial sale price list (the "Oce Price List") or may be in-place equipment. The customer has reviewed the Oce Price List prior to signing this Agreement. Equipment may have been previously on trial at another customer's location(s).

Equipment shipping dates are approximate only. Oce shall not be liable for direct, indirect, incidental or consequential damages if for any reason Oce fails to meet the requested delivery schedule. Equipment placement and transportation charges shall be invoiced to the Customer. Any excess transportation charges may also be included thereon or may be invoiced to the Customer separately and be payable in accordance with invoice terms.

Equipment is and shall at all times be and remain the sole and exclusive property of Oce or its affiliates and subsidiaries, and the Customer shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. The Customer agrees that Equipment is and shall remain personal property, notwithstanding that Equipment or any part thereof may now be or hereafter become, in any manner, affixed or attached to real property or any improvements thereon, that it shall be installed and used at the location specified herein and not be removed therefrom, and that the Customer shall not sell, mortgage, assign, transfer, lease, sublet, loan, part with possession of, or encumber its interest in this Agreement, the Equipment or any interest therein, or permit any liens or charges to become effective thereon, or permit or attempt to do any of the acts aforesaid. The Customer will not misuse or abuse Equipment, will comply with all laws relating in any way to the use, operation or maintenance of Equipment, will obtain and keep in force any and all requisite licenses and permits, will attach and at all times keep affixed such labels as Oce may direct to show that Equipment is owned by Oce, hereby grants Oce the right to inspect Equipment at any time, shall not make any alterations, additions or improvements to Equipment without the prior written consent of Oce and any which may be made shall immediately become the property of Oce, and shall immediately notify Oce of any change in the location of his place of business. Equipment shall be kept at the installation address(es) specified herein and shall not be moved without the prior written consent of Oce. All replacements, substitutions and repairs shall become a component part of Equipment and title thereto shall be immediately vested in Oce and shall be included under the terms hereof.

4. RISK OF LOSS OR DAMAGE/INSURANCE

Risk of loss of, damage to or destruction of the Equipment shall pass to the Customer upon installation of the Equipment. If the Equipment is lost, stolen, damaged or otherwise rendered unfit for normal use, the Customer shall pay to Oce an amount equal to the replacement cost of the Equipment or the unpaid balance of the remaining Lease Payments, whichever is greater. The Customer shall keep at all times the Equipment insured, from the date of the acceptance against such risks, including without limitation, loss, direct damage, public liability or property damage, in such form, and with such insurance carrier as shall be satisfactory to Oce, provided that the amount of direct damage insurance shall not at any time be in an amount less than the aggregate unpaid Lease Payments to become due hereunder or 80% of the full replacement cost of the Equipment as of such date, whichever is higher. Oce shall be named as an additional insured party and loss payee and such policy shall provide that it may not be altered or cancelled by the insured without 30 days' prior written notice to Oce, and that all losses shall be adjusted only with and paid to Oce. Upon Oce's request, the Customer shall deliver the policy and any certificates of insurance to Oce.

5. SECURITY INTEREST

The Customer hereby grants to Oce and Oce's affiliates and subsidiaries a first priority security interest in the Equipment, together with all spare parts, accessories, attachments, replacements, substitutions and additions thereto, now or hereafter acquired, the proceeds thereof (including insurance

proceeds), and any other property described in any financing statement filed in connection herewith as hereafter amended or modified. The Customer hereby grants to Oce a power of attorney to sign the Customer's name on any financing statement, and on the Customer's behalf to execute and file applications for transfers of title, notices of lien and any other documents pertaining to this Agreement or Equipment. Notwithstanding the foregoing, the Customer shall execute and deliver to Oce such applications for title, transfers of title, financing statements, notices of liens and any other documents pertaining to this Agreement or Equipment as Oce may reasonably require. The Customer shall not make any alterations, additions, attachments or improvements to Equipment without the prior written consent of Oce. All additions, alterations, attachments or improvements to Equipment of whatsoever kind or nature shall belong to and become the property of Oce. The Customer shall pay for any repairs or replacements made by the Customer's misuse of Equipment.

6. DEFAULT/REMEDIES

Oce will not be liable for delays or nonperformance caused by circumstances beyond its control including, but not limited to, work stoppages, war, labor disputes or strikes, fire, flood, civil disobedience, riots, rebellions, delays or losses in shipping, bad weather, governmental restrictions, nonperformance by its suppliers and other acts of God. If the Customer does not pay any invoice when due, or does not perform any of its obligations hereunder, or ceases doing business, or if a petition is filed by or against the Customer under the Bankruptcy Act, or if the Customer attempts to move, relocate, sell, transfer or encumber any or all of Equipment in contravention of the terms and conditions stated herein, or if Equipment is lost, stolen, damaged beyond repair, destroyed, condemned or confiscated, the Customer may be judged in default. Upon the occurrence of any default: (i) Oce may declare all unpaid obligations of the Customer to be forthwith due and payable, (ii) Oce shall have all rights and remedies of a secured party under the Uniform Commercial Code and (iii) Oce may require the Customer, at the Customer's expense, to assemble Equipment and return it fully insured against all risks to a place designated by Oce. Oce's remedies are cumulative, not alternative.

7. TAXES

The Customer shall pay all sales, use, privilege, excise or other taxes or assessments, however designated, imposed or levied with respect to Equipment or its use, exclusive, however, of personal property taxes.

8. WARRANTY

For the first ninety (90) days after installation or CONVERSION FROM RENTAL, Oce warrants that the EQUIPMENT will perform in good working order, and Oce will make all repairs, adjustments and replacements necessary without charge to the Customer. The foregoing warranty does not apply to loss or damage attributable to the Customer's negligence or fault for which the Customer may be charged.

THE WARRANTY STATED ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

OCE SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES RESULTING FROM THE USE OR IMPROPER FUNCTIONING OF THE EQUIPMENT, PARTS, SUPPLIES, OR PAPER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY OCE'S NEGLIGENCE OR OTHER FAULT.

The customer agrees that at its sole cost and expense it will at all times keep and maintain the Equipment in good working order by entering into and keeping in force an Oce Equipment Sale Maintenance Agreement.

9. GENERAL

This Agreement and all transactions hereunder shall be governed, in all respects, by the law of the State of Connecticut wherein it was negotiated and deemed executed, regardless of the order in which the signatures of the parties shall be affixed hereto. The Customer agrees that the State and Federal Courts which sit in the State of Connecticut shall have exclusive jurisdiction of all controversies and disputes arising hereunder and hereby submits to the jurisdiction thereof, and the Customer hereby designates CT Corporation System, 1 Commercial Plaza, Hartford, Connecticut as its agent for the purpose of accepting service of process within the State of Connecticut, such agent having undertaken to promptly notify the Customer of any such service of process and to promptly mail to the Customer all process so served. Oce may assign or reassign, or grant a security interest in this Agreement and/or Equipment, in whole or in part, without prior notice to the Customer, but the Customer shall not assign its interest with this Agreement. The Customer shall recognize each such assignment and/or security interest and shall not assert against the assignee and/or secured party and defense, counterclaim or offset that the Customer may have against Oce, and the Customer's obligation to pay all rent and other sums due or to become due hereunder to Oce's assignee and/or secured party, shall constitute a direct, independent, absolute and unconditional obligation of the Customer to said assignee and/or secured party and shall not be affected, interrupted or abated notwithstanding any event or circumstances whatsoever. Subject thereto, this Agreement inures to the benefit of and is binding upon the successors and assigns of the parties hereto. Any notice hereunder shall be served by registered or certified mail, return receipt requested. This Agreement and the Oce Price List in effect on the date of execution hereof contain the entire Agreement of the parties with respect hereto and no waiver, alteration or modification hereof shall be binding unless in writing and signed by the parties hereto. If more than one party executes this Agreement as the Customer, the liability of each such party shall be joint and several. If any provisions hereof are in conflict with any statute or rule of law in any jurisdiction wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent of such conflict, but without invalidating the remaining provisions hereof. Oce and the Customer waive any and all right to a trial by jury in any action or proceeding relating in any way to this Agreement.

272306

525 PAGE 156

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: _____
CITY & STATE: _____

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
		ACCOUNT NO.	TAB

Filed with: _____
This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:
(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

RECORD FEE
RECORD TAX
POSTAGE
MORNING STAR NEWS

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 272 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ _____
AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)
BY Gina Jordan TITLE _____
Albert B. ... DEBTOR
Grace M. ... DEBTOR

ORIGINAL - FILING OFFICER COPY
19 1209 (REV. 11-80)

12-
1730.50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: _____
CITY & STATE: _____

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
		ACCOUNT NO	TAB

Filed with: _____

This Financing Statement covers the following types (or items) of property Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved
- (c) Other (describe): _____

RECORD FEE 17.

RECORD TAX 24.

POSTAGE 30.

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 272 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ _____

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Jeffrey S. Bickling DEBTOR CK

BY Heidi Jordan TITLE _____

Kathryn Fenwick DEBTOR

ORIGINAL - FILING OFFICE COPY

19-1209 (REV. 11-80)

12-24-5050

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name _____
 Address _____

2. SECURED PARTY

Name _____
 Address _____

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 04-08-91

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee	
NETTED FEE	11.00
SECURED TAX	21.00
POSTAGE	.30
MEMBERG FEE	25.00

COMODORE 64 PERSONAL COMPUTER
 WARDS VCR
 (2) TELEVISIONS

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

William D. Mercer
 (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
 (Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11 93

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: _____
CITY & STATE: _____

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	
	ACCOUNT NO	TAB

This Financing Statement covers the following types (or items) of property. Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.
(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

RECORD FEE 22.00
RECORD TAX 24.00
POSTAGE
MORTGAGE CITY 100.00

CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ 144.00
AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Carlin C. Roberts DEBTOR
CARLIN C. ROBERTS

BY _____
GINA JO. TITLE GEB

Anna M. Roberts DEBTOR
ANNA M. ROBERTS

ORIGINAL - FILING OFFICER COPY
19-1209 (REV. 11-80)

18 14 - 50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

MAILING INSTRUCTIONS:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

ADDRESS: _____
CITY & STATE: _____

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	
	ACCOUNT NO	TAB

Filed with _____

This Financing Statement covers the following types (or items) of property Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe)

2 TEN SPEED BIKES, 14 GUNS, 1 NIKON CAMERA, PIONEER RECEIVER, RCA 19" TV EMERSON VCR

RECORD FEE 21.00
RECORD FEE 21.00
POSTAGE 1.00
NOV 23 1980

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 273 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ _____

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Randy E. Meyer DEBTOR

BY Joyce M. Riley
TITLE _____

DEBTOR

ORIGINAL - FILING OFFICE COPY

19 1209 (REV. 11-80)

11-
14-
150

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

#13753

ADDRESS: _____
CITY & STATE: _____

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
		ACCOUNT NO	TAB

Filed with _____

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
RECORD TAX 14.00
POSTAGE .45
MORNING STAR 109100
04/05/80
POSTAGE .45
MORNING STAR 109100
04/05/80

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 272 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 1564.00

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Julia L. Colburn
JULIA L. COLBURN DEBTOR

BY Bruce Jordan C.S.R.
TITLE C.S.R.

ORIGINAL - FILING OFFICER COPY
19 1209 (REV. 11-80)

11-14-80

525 PAGE 163 STATE OF MARYLAND
FINANCING STATEMENT FORM 6001

Identifying File No. 20023

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George's Welding Service,
Address 6027 Olson Road, Baltimore, MD 21225 (Balto)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.
Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

One (1) Dresser Model 515B Rubber Tired Loader SN 3381

Name and address of Assessor
RECORD FEE
POSTAGE
ADDITIONAL FEES AND COSTS

CK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) na
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) na

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

George's Welding Service

George D. Mezz...
(Signature of Debtor)

George D. Mezz... PRES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

1150

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT IDENTIFYING FILE NO. 258925

RECORDED IN LIBER 490 PAGE 596 ON 10/22/85 DATE

525 PAGE 164

1. DEBTOR

Name TDS Incorporated

Address 8241 C Sandy Court Jessup, Maryland 20794

2. SECURED PARTY

Name Clifton Trust Bank

Address 10112 York Road Cockeysville, Maryland 21030

ATTN: Theresa Daniels

Please Print Name of Secured Party in Box Retained in Original Copy Above

3. Maturity date of obligation (if any)

CHECK & FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown above is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:	<input checked="" type="checkbox"/> D. Other Termination XX (Indicate whether amendment, termination, etc.)

Date March 23, 1988

Theresa Daniels
(Signature of Secured Party)

Theresa Daniels
Type or Print Above Name on Above Line

1650



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 126,000.00
- To Be Recorded in Land Records of

- Record in:
- SDAI
 - Montgomery County
 - Prince George's County
 - Other Anne Arundel County

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1 Debtor(s)

NAME	Street	CITY	State
PIPING AND CORROSION SPECIALTIES, INC.	8371 Jumpers Hole Road,	Millersville,	Maryland 21108

2 Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.
Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below: 8371 Jumpers Hole Road, Millersville, Maryland 21108
Title Owner of Real Estate: Thomas J. Mollica a/k/a Thomas J. Mollica, Jr. and Martine C. Mollica, 8371 Jumpers Hole Road, Millersville, Maryland 21108

4 Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s): PIPING AND CORROSION SPECIALTIES, INC.
Secured Party: SOVRAN BANK/MARYLAND
By: Charles W. Oland by: Thomas J. Mollica, Jr., Pres.
Type Name: Charles W. Oland
Title: Vice Pres.
Type or Print Name and Title of Each Signature: 56192.1117

RETURN TO: SOVRAN BANK/MD
6610 ROCKLEDGE DR.
BETHESDA, MD 20817
ATTENTION: GAYLE E. W. ORMAN

STATE OF MARYLAND

525 PAGE 166

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258883

RECORDED IN LIBER 490 FOLIO 544 ON Oct. 21, 1985 (DATE)

1. DEBTOR

Name PIPING AND CORROSION SPECIALTIES, INC.

Address 8371 Jumpers Hole Road, P. O. Box 10
Millersville, Maryland 21108

2. SECURED PARTY

Name MARYLAND NATIONAL BANK

Address 5 Crain Highway, Northeast
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
RECORDED BY ROZ 110149
09/25/85



Please return this original document to:
Thomas J. Mollica
7956 Queens Road
Glen Burnie, MD 21061

Dated 3/14, 1988

MARYLAND NATIONAL BANK

By: Jane C. Phillips
(Signature of Secured Party)

Its: JANE C. PHILLIPS
Type or Print Above Name on Above Line

56192.1117

STATE OF MARYLAND

525 PAGE 167

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252481

RECORDED IN LIBER 474 FOLIO 310 ON July 10, 1984 (DATE)

1. DEBTOR

Name PIPING AND CORROSION SPECIALTIES, INC.

Address 8371 Jumpers Hole Road, P. O. Box 10
Millersville, Maryland 21108

2. SECURED PARTY

Name MARYLAND NATIONAL BANK

Address 5 Crain Highway, Northeast
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>

RECORDED
INDEXED
MAY 11 1988

Please return this original document to:
Thomas J. Mollica
7956 Queens Road
Glen Burnie, MD 21061

Dated 3/14, 1988

MARYLAND NATIONAL BANK

By: Jane C. Phillips
(Signature of Secured Party)

Its: Jane C. Phillips
Type or Print Above Name on Above Line

56192.1117

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 233,500

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Development Association, a Maryland General Partnership
Address 3109 Kilkenny Court, Davidsonville, Maryland 21035

2. SECURED PARTY

Name Perpetual Savings Bank, F.S.B.
Attn: Sally Johnson, Assistant Vice President
Address 1440 New York Avenue, N.W., Suite 200
Washington, D.C. 20005

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the property of the Debtor described in Schedule A attached hereto and incorporated herein by this reference.

Name and address of Assignee

CK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

*Recordation tax in the amount of \$1,097.25 paid to the State Dept. of Assessments & Taxation on 4-4-88.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Charles M. Blackburn
(Signature of Debtor)

PERPETUAL SAVINGS BANK, F.S.B.

Charles M. Blackburn, General Partner
Type or Print Above Name on Above Line

Mary L. Blackburn
(Signature of Debtor)

BY: Sally Johnson
(Signature of Secured Party)

Mary L. Blackburn, General Partner
Type or Print Above Signature on Above Line

Sally Johnson, Assistant Vice President
Type or Print Above Signature on Above Line

Book 525 Page 168-A

SCHEDULE A

All of the Debtor's right, title and interest in and to the following: that certain Equipment Lease dated January 1, 1988 by and between the Debtor, as Lessor, and Sigma Systems, Inc., a Maryland corporation, as Lessee: the machinery and equipment identified and attached here to, and all proceeds and products of any and all of the attached here to.

Book 525 page 168-B

SCHEDULE "A"

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
1	Spot welder, Taylor Winfield, type ENR-12-75 AIR OPER, 18" capacity, 220 volt	52350
1	Heliairc welder, Miller, 150 Amp 23 Volt	
1	Drill press, Rockwell, series no. 15-120, 26" x 18" table, 62" capacity	1545855
1	Contour hand sawing machine, 14" swing, with hand repair mechanism	
1	Drill press, 7-1/2" swing, 42" capacity, pedestal, 1/3 hp motor	
1	Drill press, Lynn, Model 15DP, pedestal, 15" capacity	2083
1	Spot welder, Peer, Model ER450, 550 KVA, 12" capacity	14440
1	Punch press, Whitney Jenson, 7 ton, single stage	
1	Belt sander, Craftsman, 2-1/2", bench, with 1/4 hp motor.	
1	Press brake, Chicago, Dreis & Krump, 48" capacity, Model 135, 15 ton, electric	L16188
1	Bench grinder, Craftsman, 2 wheel, 1/3 hp, Model 39719580	
1	Milling machine, Bridgeport, 42" x 9" table, with vise	114985
1	Milling machine, Bridgeport, with 32" x 9" table, with vise, with digital read-out, Tri-onics	BR28571
1	Hydraulic press, Haeger, Model HP6-B 6 ton	417

BOOK 525 Page 168-C

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
1	Hydraulic press, Haeger, Model HP6-R 6 ton	574
1	Notcher, Di Acro, Model 2P	AC1116
1	Welder, Miller, AC/DC, inert gas, Model 330A/RP, 300 Amps, 40 Volts	1462034
1	Welder, Miller, AC/DC, inert gas, Model 330A/RP, 300 Amps, 40 Volts	1436696
1	Welder, Miller Matic 35, Miller, 23 Volts, 150 Amps	HH092176
1	Welder, Miller, Spoolmate 200, 200 Volts, 46 Amps	6136358
2	Steel welding tables, 4' x 8'	
1	Punch press, ORI, 2 ton bench, Model R2	3013
1	Belt sander, Time Saver, Model TOP30, 30"	5085
1	Belt sander, Omicron, 6" x 168"	
1	Belt sander, Omicron, 6" x 168"	
1	Tumbler, Burr, bench, portable	
1	Sandblaster, Econoline, Model RA36-1E	83-655
1	Press brake, Di Acro, No. 14-72, 72", 35 ton	JG1029
1	Press brake, Niagara, 55 ton, 6', electric	
1	Power shear, Wylsonq, 8', foot control	
1	Press brake, Di Acro, 10 ton, 4', hydraulic	
3	Air riveters	
1	Oven, Hupports, Mighty Midget, Model 333, 115 Volt, lab, desk top	76J
1	Tape storage cabinet, Numeridex, 4 drawer	

Book 525 Page 168 D

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
1	Tape storage cabinet, In-House, 17 drawer	
1	Air compressor, Dayton Speed-Aire, 10 hp	2N973
1	Air compressor, Dayton Speed-Aire, 15 hp	3N3C4
1	Air compressor, Dayton Speed-Aire, 5 hp	32199A
2	Air compressor, Dayton Speed-Aire, 5 hp	32199
1	Air compressor, Dayton Speed-Aire, 10 hp	32199
1	Air compressor, Curtis, 5 hp	
1	Flexowriter, Friden, Model 2303, keyboard type style	
1	Dodge Van, 1984	2B7KR33W1EK0G211072
1	Group of miscellaneous furniture and hand tools	

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1 Debtor(s) (Last Name First) and address(es): LESSEE JONES INTERCABLE, INC. 5657 E. Mineral Ave. Englewood, CO 80112</p>	<p>2 Secured Party(ies) and address(es): LESSOR ECONOCOM-USA, INC. 845 Crossover Lane Memphis, TN 38117</p>	<p>3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)</p>
---	--	--

4 This financing statement covers the following types (or items) of property:
 Filed for information purposes only to evidence that the personal property described on the attached Schedule "A", is leased under that certain Equipment Schedule No. 40 dated November 10, 1987 to Master Lease Agreement No. 001586 dated August 15, 1986 between ECONOCOM-USA, INC. as Lessor and JONES INTERCABLE, INC. as Lessee. The parties acknowledge that the said lease is a true lease.

ASSIGNEE OF SECURED PARTY
 U S West Financial Services, Inc.
 11600 College Boulevard
 Suite 200
 Overland Park, Kansas 66212

Maryland Recordation tax is not required.

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with:

JONES INTERCABLE, INC.
 Elizabeth Steele, Vice President, Gen. Counsel

By: Elizabeth Steele
 Signature(s) of Debtor(s)
 Vice President / General Counsel

ECONOCOM-USA, INC.

By: [Signature]
 Signature(s) of Secured Party(ies)
 Rodney Newbill, Vice President

(1) Filing Office Copy—Alphabetical

1150

SCHEDULE "A"
 JONES INTERCABLE, INC.
 EQUIPMENT SCHEDULE NO. 40

Item No.	Mfr.	Qty	Machine	Description	Serial No.
1.	ESP	4	ADM4/2	Color Work Station	2720878-2, 2720885-2 2720644-2, 2720258-2
2.	PAR	2	PD87-24-28	24-28 Port Upgrade Kit	
3.		1		100' CRT Cable	

LOCATION: Jones Intercable, Inc.
 815 Route 3
 Gambrills, MD 21054

SCHEDULE "A"
JONES INTERCABLE, INC.
EQUIPMENT SCHEDULE NO. 42

Item No.	Mfr.	Qty	Machine	Description	Serial No.
1.	ESP	4	ADM4/2	Color Work Station	2721959-2, 2721957-2, 2721953-2, 2721946-2
2.	IMC	1	1930 Read	Barcode Reader	N 23871
3.	IMC	1	1930 Wand	High Resolution Wand	N 23872
4.	PAR	2	PDB/ 24 28	28-32 Port Upgrade Kit	F 21573, F 21574

LOCATION: Jones Intercable, Inc.
815 Route 3
Gambrills, MD 21054

11/80

5:25 PAGE 173

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name, First and Address(es))		2. Secured Party(ies) (Name(s) and Address(es))		No. of Additional States Presented
David G. Smith Lumber P. O. Box 115 Davidsonville, MD 21035		Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237		

3. (a) This statement refers to original Financing Statement bearing file No. 259216 516 379
 (b) If the original Financing Statement has previously been continued list the Filing No. or the last continuation filed. Date Filed 08/20/87 19
 (c) If the original filing was a fixture filing or covered timber or accounts subject to C.S. 25-9-103, (c) mark this block

4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party or record must include or be accompanied by the assignment or a statement by the secured party or record that he has assigned interest to the signer of the termination statement.)
 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.
 7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9 Associates Commercial Corporation, 8002 Discovery Drive, #620, Richmond, VA 23288

10. Signatures:

By _____ Debtor(s) (necessarily only if item 7 is applicable)

By _____ Alban Tractor Co., Inc.
Mark N. Weisen, As Secured Parties

(1) Filing Office Copy - Numerical 16 FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3

525 174

PROPERTY OF THE STATE

This FINANCING STATEMENT is subject to a filing office to be designated by the creditor in accordance with the provisions of the Uniform Commercial Code.

1. Debtor's (Last Name, First, and Address) _____

2. Secured Party's Name and Address _____

3. The Debtor is a transferee of the property.

4. The filing office (date, time, no. filing office) _____

5. The financing statement covers the following items (or items) of property: _____

6. All systems of secured party and address (date) _____

7. The described crops are growing or to be grown on _____
 The described goods are or are to be affixed to _____
 The number to be put on materials or the like (including oil and gas) is _____
 (Check the Real Estate in Item 8)

8. Products of the collateral are also covered.

9. This statement is to be indexed in the Real Estate Records.

10. Name of a Record Owner _____

No. & Street _____ Town or City _____ County _____ Section _____ Block _____ Lot _____

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean _____
 Consignor(s) and Consignee(s) or
 Lessor(s) and Lessee(s)

By William Marshall Braun _____ By Harold Martin - Pres. _____
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 11 is checked)

525 PAGE 175

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

1. Debtor(s) (Last Name First) and Address(es)
Robert E. Whittington
111 Church Road
Arnold, MD 21012

2. Secured Party(ies) Name(s) and Address(es)
Alban Tractor Co., Inc.
P. O. Box 8595
Baltimore, MD 21237

3. (a) This statement refers to original Financing Statement bearing File No. 271275-522-61
Filed with a Amended Date Filed 19 89
(b) If the original Financing Statement has previously been continued, list the filing no. of the last continuation filed
(c) If the original filing was a fixture filing or covered timber or accounts subject to U.S. 25-9-302, list mark this block

SEARCH FEE 10.00
POSTAGE .50
For Filing OFFICER: [Signature]

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include to be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
- 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. Associates Commercial Corporation, 8002 Discovery Drive, #420, Richmond, VA 23288

10. Signatures:
By _____ Alban Tractor Co., Inc.
By Mark N. Wilson AS Secured Party (ies)

11. Filing Office Copy - Numerical 15

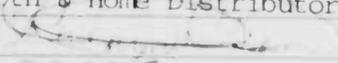
FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3

525 PAGE 176

271129

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First and Address(es)) Hearth & Home Distributors, Inc. 10305 Guilford Road Annapolis Junction, MD 20701	2. Secured Party(ies) Name(s) and Address(es)  AMERICAN SECURITY BANK, N.A. 15th & PENNSYLVANIA AVE. N.W. WASHINGTON, D. C. 20013	3. Bank Note No.
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable.) Furniture, Fixtures, Equipment and Supplies Collateral. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds.		4. For Filing Office: Date, Time, File No., Filing Office RETURN FEE 11.00 POSTAGE 30 STOLEN COPY NOT VALID OK 11/15/83
<input checked="" type="checkbox"/> Proceeds - <input type="checkbox"/> Products of the collateral are also covered 6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in item 7.		5. Assignee(s) of Secured Party: Address(es) A41234
8. Signatures: (If debtor's signature omitted pursuant to G.S. 25-9-402(2), indicate reason.) Hearth & Home Distributors, Inc. By  Wayne Newsome PRESIDENT Debtor(s) [or Assignor(s)]		AMERICAN SECURITY BANK, N.A. By  VICE PRESIDENT Secured Party(ies) [or Assignee(s)]

FORM #B-43

FINANCING STATEMENT

UCC-1

1150

311226-C

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
R & M OPTICAL, INC., a Maryland Corporation c/o Pearle Vision Center, 1933 West Street, Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Pearle Vision Center, Inc. 2534 Royal Lane Dallas, TX 75229

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
MIDNIGHT ETT 240 770114
11/15/82

4. This statement refers to original Financing Statement bearing File No. 245633
Filed with: Count Recorder Date Filed November 4, 1982

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
- 9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

Number of additional Sheets presented:

Pearle Vision Center, Inc.

By: *William E. Kibben*
Signature(s) of Secured Party(ies)

Debtor(s) (necessary only if item 8 is applicable)
Copy - Alphabetical

STANDARD FORM - FORM UCC-3

377230-C

STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name, First and address(es)) R & M OPTICAL, INC., a Maryland Corporation c/o Pearle Vision Center, 115 Annapolis Mall, Annapolis, MD 21401</p>	<p>2. Secured Party(ies) and address(es) Pearle Vision Center, Inc. 2534 Royal Lane Dallas, TX 75229</p>	<p>3. Maturity Date (if any): Filing Officer: Date, Time and Filing Office: RECORD FEE \$1.00 POSTAGE .00 SERVICE FEE AND CHARGE</p>
<p>4. This statement refers to original Financing Statement bearing File No. 245262 Filed with Ann Arundel County Date Filed December 6, 19 82</p>		
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above. 10.</p>		

No. of additional Sheets presented:

Pearle Vision Center, Inc

By: _____
 Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By: William E. Kiker
 Signature(s) of Secured Party(ies)

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

Anne Arundel County

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing 9/22/86 Record Reference #263825 Book 502 Page 600
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Ashby Enterprises, Ltd.		1127 West Street	Annapolis, MD	21401
		Plus any and all other locations		

Name of Secured Party or assignee	No.	Street	City	State
ITT COMMERCIAL FINANCE CORP.		P.O. BOX 489	COLUMBIA, MD	21045

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER ; Amendment

RETURN TO:

Amend Secured party address to read as listed above (formerly Cherry Hill, NJ).

Amend to add to debtor's address: "Plus any and all other locations".

Debtor(s) or assignor(s)

Ashby Enterprises, Ltd.

ITT COMMERCIAL FINANCE CORP. (Seal)

(Corporate, Trade or Firm Name)

Wm. Love Jr.

Paul J. Kelly

Signature of Secured Party or Assignee

Wm. Love Jr.

BRANCH MANAGER

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

TREAS.

1050

** PLEASE SUPPLY FILE # AND LIBER # **

272329

FINANCING STATEMENT FORM UCC 1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
uob tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code

1. DEBTOR

Name _____
Address _____

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1900 Sulphur Spring Road P. O. Box 7360
Baltimore Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)
Joseph H. Labeling Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Type or Print Above Signature on Above Line

1.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272325

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated 3/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BROOKLYN CYCLE WORLD, INC. DBA/CYCLE WORLD KAWASAKI

Address 5820 RITCHIE HIGHWAY BALTIMORE, MD 21225

2. SECURED PARTY

Name KAWASAKI MOTORS CORP., USA (CLERK OF CIRCUIT COURT ANNE ARUNDEL #0174)

Address PO BOX 25252 SANTA ANA, CA 92799-5252

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following type(s) of property: (list)

All land and marine vehicles including all Kawasaki motorcycles, a-1-terrain vehicles, "JET SKI" watercraft and utility vehicles; generators, and all other trade name items, including related accessories and parts now owned or hereafter acquired wherever located; and all equipment leased from Kawasaki Motors Corp., U.S.A., wherever located, including Zenith Z159 computer(s), Zenith ZVM1240 monitor(s), Codex 2233 modem(s) and Star printer(s).

Name and address of Assessor	RECORD FEE	AD VAL
	POSTAGE	
	REPAID CITY AND TOWN	

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]

(Signature of Debtor)

Bernard O. Jeffers

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

Dave Cole

Type or Print Above Signature on Above Line

1250

CK

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 - 813614

1. DEBTOR

Name DAVID H. KNICLEY

Address 822 RUSTIC LANE, LOTHIAN, MD 20711

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following type(s) or item(s) of property: (list)

- 1 NEW KUBOTA B7200DT, SER.#64771
- 1 NEW WOODS FINISH MOWER SER.#08117
- 1 NEW PITTSBURGH 5' BLADE SER.#1004113
- 1 NEW PITTSBURGH 5' RAKE SER.#1004133

Name and address of Assignee
 KUBOTA CREDIT CORPORATION
 P.O. Box 105598
 Atlanta, GA 30349-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Products of collateral are also covered)

(Products of collateral are also covered)

David H. Knicley
(Signature of Debtor)

DAVID H. KNICLEY
Type or Print Above Name on Above Line

(Signature of Debtor)

Larry E. Groff
(Signature of Secured Party)

LARRY E. GROFF

525 PAGE 184

272327

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Broadneck Nurseries, Inc. 491 College Parkway, Arnold, Maryland 21012	2. Secured Party(ies) and Address(es) Ford Motor Credit Company P. O. Box 637 Mechanicsville, VA 23111
---	---

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
Ford 3400 TL Serial#C394031

Check if covered: Proceeds of collateral covered Products of collateral covered
4. This transaction is exempt from the Recording Tax.

Filed with:

Broadneck Nurseries, Inc.

Robert W. Childs
(SIGNATURE OF DEBTOR)
Robert W. Childs, Pres.

Ford Motor Credit Company

(NAME OF SECURED PARTY)
BY: *Lina Anature* Agent

11/80



IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: PO BOX 695
CITY & STATE LANHAM MD 20706

FILING OFFICER NOTICE
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
DEBRA SNUFFER		03-31-88	
67 FOX RUN WAY		ACCOUNT NO	TAB
ARNDLE MD	20012	401007108	9764

Filed with ANNE ARUNDEL

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 21.00
 POSTAGE .30
 #094230 CTTT R04 1104
 24/30-4
 RECORD TAX 24.30
 #094230 CTTT R04 1104

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 3160.62

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Debra Snuffer
DEBRA SNUFFER

DEBTOR

BY *Susan Mathew*
TITLE

DEBTOR

ORIGINAL - FILING OFFICER COPY

11
24.30
50

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: PO BOX 635
CITY & STATE: LANSAN MD 20706

FILING OFFICER'S NOTICE
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
ROBYN GARRETT		02-21-88	
5029 SANDS RD		ACCOUNT NO	TAB
LANSAN MD		461006018	0765
20711			

Filed with ANNE ARUNDEL CTY

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00
 RECORD TAX 3.00
 RECORD TAX 31.20
 POSTAGE .75
 TOTAL 46.95

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 4537.02

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Robyn R. Garrett
ROBYN GARRETT DEBTOR

BY *Marian McNamee*
TITLE DEBTOR

ORIGINAL - FILING OFFICER COPY

11-35-50

FINANCING STATEMENT FORM 0001

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 2-25-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DIBIAGIO, RAYMOND
Address STE 205 7477 BALTO-ANNAPOLIS BLVD
GLEN BURNIE MD 21061

2. SECURED PARTY

Name West Publishing Company
Address 50 W Kellogg Blvd
P O Box 64526
St Paul MN 55164-0526

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 13.00
RECORDED BY 024 T...

WEST LAW BOOKS - SEE ATTACHED SECURITY AGREEMENT #68063

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

SEE ATTACHED SECURITY AGREEMENT
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WEST PUBLISHING CO

(Signature of Secured Party)

LIEN CLERK

Type or Print Above Signature on Above Line

CERTIFICATION OF COPY OF CONTRACT

I, J E Taylor, Credit Manager of West Publishing Company, St Paul, Minnesota have personally compared the attached copy with the original contract of 2-25-88 between RAYMOND DIBIAGIO and GLEN BURNIE MD and the West Publishing Company and do hereby certify that this is a true and exact copy.

J E Taylor

Credit Manager
West Publishing Company
St Paul, Minnesota

S 1217

_____ || _____
_____ || _____
_____ || _____
_____ || _____

Total amount of this order \$ _____

Unpaid balance of purchase price for previously delivered books listed below. \$ _____

Combined total of this order and of above listed books previously delivered \$ _____

Terms: \$ 0 cash herewith, and \$ 90.25 plus tax, per month, beginning 30 days from date, without interest on principal while installments are paid as agreed.

Also enter subscription for future service consisting of pocket parts, pamphlets, recompiled or additional volumes as published until further notice at the then current prices, plus transportation and payable as billed, without interest except on overdue subscription and other open account charges. This order is subject to approval by vendor, who retains a purchase money security interest in all books until paid, and is not transferable by vendee. A reproduction of this agreement may be used as a financing statement. Construction of this contract shall be according to Minnesota law and interest charged at the time of default, if any, will be adjustable to the then highest current rate allowable on Minnesota contracts. For incorporated purchasers the interest rate is one-half percent over prime rate at First National Bank, St. Paul, on the first of each month. If this contract or the collateral covered by it are transferred by vendee or if any installments or open account charges remain unpaid 90 days after maturity, all unmatured installments shall become due and payable at the option of the vendor. Sales or use tax will be added where applicable.

Witness Camela L. Nagel Signature *[Signature]*

If signature above is qualified or in representative capacity, section below must be completed by a lawyer personally: I agree to these terms and personally guarantee payment of this contract and subscription service furnished thereunder.

WEST PUBLISHING CO.
Don Shepard

Signed _____
ORIGINAL



STATE OF MARYLAND

525 (REV. 11/80)

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255772

RECORDED IN LIBER 477 FOLIO 440 ON 3/11/84 (DATE)

1. DEBTOR

Name Annapolis Service Center, Inc.

Address 1401 Forest Drive
Annapolis, MD 21401

2. SECURED PARTY

Name ITT Industrial Credit Company

Address P.O. Box 1071,
Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: XX (Indicate whether attachment, termination, etc.) termination</p>

Dated 3-29-83

[Signature]
(Signature of Secured Party)

ITT Industrial Credit Company 40505016
Type or Print Above Name on Above Line

10

525 PAGE 191

STATE OF MARYLAND

272331

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Haslacker Trucking, Inc.
Address 7612 Harmons Road Hanover, MD 21076

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road Baltimore, MD 21227

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) _____

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Haslacker Trucking, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

LARRY F. KIMMEL, ADMIN. V.P.

Type or Print Above Signature on Above Line

1750

525 192

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale con-

tract and/or lease and/or chattel mortgage (herein called "contract") dated March 24, 1968
between De Thomas, Inc., 1000 ... as Seller-Lessor/Mortgagor

and ... (Name) (Address)
as Buyer-Lessee/Mortgagor (herein called "Obligor") together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind of nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct; and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to use and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined herein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notice of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 2,004,000.00
IN WITNESS WHEREOF we have hereunto set our hand and seal this 24th day of March, 19 68

De Thomas, Inc.,
(Seller-Lessor/Mortgagor)

By [Signature]

(If corporation print or type exact corporate name, have authorized officer sign, stating his title and attach corporate seal. If partnership print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

BOOK 525 PAGE 193

TO: Beltway International Trucks, Inc. FROM: Haslacker Trucking, Inc.
1800 Sulphur Spring Road Baltimore, MD 21227 7612 Haimans Road Hanover, MD 21076

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1988 International Harvester Model F937C Tandem Tractor, S/N 2HSPBAGR1JC014926

(1) TIME SALES PRICE \$ 126,965.96
(2) Less DOWN PAYMENT IN CASH \$ 5,499.78
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 16,600.00
(4) CONTRACT PRICE (Time Balance) \$ 104,866.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7612 Haimans Road Hanover, MD 21076

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred four thousand eight hundred sixty six and 20/100**** Dollars (\$ 104,866.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of May, 1988, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,747.77 and the final installment being in the amount of \$ 1,747.77

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 10% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense, to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE. BUYER(S)-MAKERS(S):

Date: 3-30 19 88

Accepted Beltway International Trucks, Inc. (SEAL) Haslacker Trucking, Inc. (SEAL)

By: John J. Murray, Pres. (Witness as to Buyer's and Co-Maker's Signature)

By: Robert F. Haslacker, Jr. Pres. (SEAL) (Print Name of Co-Buyer Maker Here)

This instrument prepared by

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TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment and endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller expressly waives the benefits of any present or future provisions of law hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date _____ 19 _____ (SEAL) } Signature of Seller
 _____ (Corporate, Partnership or Trade Name or Individual Signature)
 By: _____ }
 _____ (Witness) (Signature, Title of Officer, "Partner" or "Proprietor")

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STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

March 30, 1988

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 2114 233 in Office of HELEN SWICKER Anne Arundel MD
(Filing Office) (County and State)

Debtor or Debtors (name and Address):

ROBERT J. & GENEVA A. PIZZELLI
7804 RED KNOX WAY
PASKETOWN, MD 21222

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party Household Finance Corporation

By: [Signature] A.T. THOMPSON
Its Branch Office Manager

HOUSEHOLD FINANCE CORPORATION
LAUREL PLAZA SHOPPING CENTER
9626 FT. MEADE ROAD
LAUREL, MARYLAND 20810



RECORD FEE 10.00
POSTAGE .50
RECEIVED 0777 MAY 1988
04/05/88

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE. NO YES NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
LCC Div., Box 1197, Richmond, Va. 23209

LOCAL CLERK OF Anne Arundel
P. O. Box 71
Annapolis, MD 21404
Attn: Recording Dept.

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors; trade styles, etc.
No other name will be indexed.

Richard W. Shockey, Jr.
15824 Dorset Road
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
The debtor hereby grants to the secured party a security interest in the collateral described herein to secure all debts now or hereafter due to the secured party except as limited by separate written agreements.
- CONTINUATION ORIGINAL, STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party
Sovran Bank, N.A.
P. O. Box 231 (Corner King & Market Sts.)
Leesburg, VA 22075
ATTENTION: Tommie L. Critchfield

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement

Broodmare Heartbreak and weanling (1987 colt) out of Slew O'Gold.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Richard W. Shockey, Jr.

Sovran Bank, N.A.

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

By: *[Signature]*

By: *[Signature]*



525 PAGE 197

Financing Statement

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO. (X) YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
LCC Div., Box 1197, Richmond, Va. 23209

(X) LOCAL CLERK OF Anne Arundel

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Book 519 Page 208 #270306
10/22/87
#126500 C777 R01 T14:03

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Richard W. Shockey, Jr.
15824 Dorset Road
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.

- () ORIGINAL FINANCING STATEMENT
The debtor hereby grants to the secured party a security interest in the collateral described herein to secure all debts owed by debtors to the secured party except as limited by separate written agreement.
- () CONTINUATION ORIGINAL, STILL EFFECTIVE
- () AMENDMENT
- () ASSIGNMENT
- (X) PARTIAL RELEASE OF COLLATERAL
- () TERMINATION

Name & address of Secured Party
Sovran Bank, N.A.
P. O. Box 231 (King & Market Sts.)
Leesburg, VA 22075
ATTENTION: Tommie L. Critchfield

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement
Chestnut filly (yearling) out of Miswaki foaled 2/25/86; Broodmare Bannockburn (1978) and resulting foal from Sport-in-Life; filly (weanling) out of Spectacular Bid (dam Bannockburn)

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Chestnut filly (yearling) out of Miswaki foaled 2/25/86

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Sovran Bank, N.A.

Signature of Secured Party if applicable (Date)

By:

Tommie L. Critchfield 3/30/88

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO YES NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL CLERK OF Anne Arundel

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Liber 489 Page 390 #258385
Sept. 10, 1985 2:05 PM

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

Richard and Susan Shockey
15824 Dorset Road
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
The debtor hereby grants to the secured party a security interest in the collateral described herein to secure all debts owed by debtor to the secured party except as noted by separate security agreement.
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 12.00
POSTAGE .30
RECORDED DATE SEP 10 1985
OFFICE

Name & address of Secured Party
Sovran Bank, N.A.
10440 Main Street, Fairfax, VA 22030
NOW: P. O. Box 231, Leesburg, VA @2075
ATTENTION: Tommie L. Critchfield

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement

Four year old thoroughbred mare, Heartbreak, with resulting foal from 1985 breeding to General Assembly.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

with resulting foal from 1985 breeding to General Assembly.

Describe Real Estate if applicable:

	Sovran Bank, N.A.
Signature of Debtor if applicable (Date)	Signature of Secured Party if applicable (Date)
	By: <i>Tommie L. Critchfield</i> 9/10/85



BOOK 525 PAGE 199

Financing Statement

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO. YES NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION UCC Div., Box 1197, Richmond, Va. 23209 LOCAL CLERK OF Anne Arundel _____

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements. #179310 C777 R01 T14:57 11/27/87 Book #520 Page 289 #270751

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed. Richard W. Shockey 15824 Dorset Road Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box. ORIGINAL FINANCING STATEMENT CONTINUATION-ORIGINAL STILL EFFECTIVE AMENDMENT ASSIGNMENT PARTIAL RELEASE OF COLLATERAL TERMINATION

Name & address of Secured Party Sovran Bank, N.A. P. O. Box 231 (King & Market Sts.) Leesburg, VA 22075 ATTENTION: Tommie L. Critchfield

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered Products of collateral are covered

Description of collateral covered by original financing statement 5 Yearlings: Chestnut Colt out of Golden Act foaled 4/4/86; Park Bay/Brown Colt out of Fappiano foaled 5/13/86; Chestnut filly out of Riva Ridge foaled 3/8/86; Chestnut Colt out of Caro foaled 2/6/86; and Bay Colt out of Doonesbury foaled 2/11/86.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction. 5 Yearlings: Chestnut Colt out of Golden Act foaled 4/4/86; Park Bay/Brown Colt out of Fappiano foaled 5/13/86; Chestnut filly out of Riva Ridge foaled 3/8/86; Chestnut Colt out of Caro foaled 2/6/86; and Bay Colt out of Doonesbury foaled 2/11/86.

Describe Real Estate if applicable: Sovran Bank, N.A.

Signature of Debtor if applicable (Date) 1/50

Signature of Secured Party if applicable (Date) BY: Tommie L. Critchfield 3/30/88

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Lewis Auto Electric, Inc.

 (Name)
P.O. Box 3725

 (Address)
Crofton, Maryland 21114

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Linda Groves

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor _____

RECORD FEE 11.00

POSTAGE .50

POSTAGE CITY ROBERTSON

CK

3 Products of the collateral are also specifically covered

4 Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)
Thomas P. Lewis (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

11-50

525 DEC 2011

272334

NOT SUBJECT TO REDEMPTION TAX

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. No. of Additional Secured Parties Presented: _____

3. The Debtor is a transmitting utility.

4. Filing Office: Date, Time, No. Filing Office: _____

1. Debtor(s) (Last Name First) and Address(es):
Fidelity Bond and Mortgage Company Trading as Wye Mortgage Company
Dublin Hall Suite 200
1777 Walton Rd.
Blue Bell, PA 19422

2. Secured Party(ies) Name(s) and Address(es):
First Pennsylvania Bank N.A.
Centre Sq. West
1500 Market St.
Phila. PA 19101

5. This Financing Statement covers the following types of items of property:
All of Debtor's present or hereafter acquired property enumerated on the attached Schedule A, wherever located, including but not limited to - Suite 202
Ritchie Hwy
Severna Park, MD

6. Assignee(s) of Secured Party and Address(es):
SECURED PARTY
DEBTOR

7. The described crops are growing or to be grown on.*
 The described goods are or are to be affixed to.*
 The lumber to be cut or minerals or the like (including oil and gas) is on.*
(Describe Real Estate in Item 8.)

8. Describe Real Estate Here: This statement is to be recorded in the Real Estate Records.
File in Anne Arundel County

9. Name of a Record Owner: _____

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original collateral described above or which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					

Fidelity Bond and Mortgage Company
 By: *[Signature]* Signature(s) of Debtor(s)
 First Pennsylvania Bank N.A.
 By: *[Signature]* Signature(s) of Secured Party(ies)
 Edmund J. Furphy
 (1) FILING OFFICE COPY - NUMERICAL
 (3-83) STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

PLEASE CROSS INDEX UNDER BOTH NAMES

10.50

SCHEDULE A TO FORM UCC-1 BETWEEN

525 PAGE 202

FIRST PENNSYLVANIA BANK N.A. AND

FIDELITY BOND AND MORTGAGE COMPANY TRADING

AS WFE MORTGAGE COMPANY

All mortgage loans made by Debtor for which Secured Party makes advances pursuant to a certain Mortgage Warehouse Agreement between Secured Party and Debtor, as amended from time to time, including but not limited to mortgage notes, payments and prepayments relating thereto, all hazard insurance policies, title insurance policies and condemnation proceeds, take-out commitments, mortgage backed securities and/or pool participation certificates related thereto and proceeds of the sale of Eligible Mortgages by Debtor pursuant thereto, FHA, VA and private mortgage insurance, all prepayment premiums and late payment charges, any and all documentation relating to said Mortgage Loans specifically including but not limited to all files, surveys, certificates, correspondence, appraisals, computer programs, tapes, discs, cards, accounting records and all property acquired by Borrower by deed in lieu of foreclosure or by foreclosure attributable thereto, together with all business records, necessary to identify and locate any of the foregoing.

525 PAGE 2113

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272335

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George Williams
Address 2048 Horseshoe Circle, Jessup, MD 20794

2. SECURED PARTY

Name State Equipment, Div of SECORP NATIONAL INC.
Address 1400 Joh Ave, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One(1) New Trail King Trailer, Model TK 12*6
S/N 1TKC02030HMO18580

Source of Information of Assignee:
Dresser Credit Corporation
3201 North Wolf Road
Franklin Park, IL 60131

RECORD FEE 11.00
POSTAGE .50
REGISTERED CITY ROAD SIGNAGE
INVEST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) CR

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

George Williams
(Signature of Debtor)

George Williams
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin VP & GM
Type or Print Above Signature on Above Line

2511



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. F21-7 U.C.C. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. J.O. recorded in
Liber 463 Folio 596 on July 20, 1983 (Date).

1. DEBTOR(S):
Name(s) Monarch Leasing Co.
Address(es) Sassafras Boat Works Sassafras River Georgetown, MD 21930
ANNE ARUNDEL COUNTY

2. SECURED PARTY:
Name First Pennsylvania Bank N.A.
Address 1500 Chestnut Street Phila Pa 19101

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

First Pennsylvania Bank N.A.
By [Signature]
Thomas O'Neill AVP
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

1050

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272336

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Driggs Corporation
Address 8700 Ashwood Dr. -- Capitol Heights, MD 20743

2. SECURED PARTY

Name L.B. Smith, Inc.
Address P.O. Box 8658 -- Baltimore, MD 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Seven(7) Terex TS-14B Scraper, s/n HS21235, HS21236, HS21237, 72813, HS21217, HS21208, HS21206, with all present and future attachments, additions, repairs, products, and proceeds now owned or hereafter acquired.

With title to be retained by L.B. Smith, Inc. This financial statement is intended to publicize the lease of above property, and does not create a security interest.

RECORD FEE 11.00
POSTAGE .53
SEARCH AND ADDRESS OF ANNOTATION 25.00
TOTAL 36.53
CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

(Signature of Debtor)
The Driggs corporation
Type or Print Above Name on Above Line
By: *[Signature]*
(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
Bruce H. Dean
L.B. Smith, Inc. Business Manager
Type or Print Above Signature on Above Line

11.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Corman Construction Co.
Address 8111 Annapolis Junction Rd. -- Jessup, MD 20794

2. SECURED PARTY

Name L.B. Smith, Inc.
Address P.O. Box 8658 -- Baltimore, MD 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Four(4) Terex TS-14B Scrapers, s/n HS21207
HS21211, HS21222, HS21238 with all present and
future attachments, additions, repairs, products,
and proceeds now owned or hereafter acquired.
With title to be retained by L.B. Smith, Inc. This financial statement
is intended to publicize the lease of above property, and does not create
a security interest.

Name and address of Agent
RECORD FEE 13.00
POSTAGE 2.00
14/05/88

CK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Corman Construction Co.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Bruce H. Dean
L.B. Smith, Inc., Business Manager
Type or Print Above Signature on Above Line

11/50

525 PRE 2117

FINANCING STATEMENT

File No. 272338

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es)</p> <p>Printers Ink, Inc. T/A Minuteman Press 10 Aquahart Road Glen Burnie, MD 21061</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton T0609</p> <hr/> <p>Return to Secured Party</p>
---	---

3 This Financing Statement covers the following types (or items) of property

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Printing (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations, all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E Other
See Attachment A

RECORD FEE 12.00
RECORD TAX 420.00
MESSAGE .50
POSTAGE 404 710149
04/05/88
CK

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder

5. This transaction (is) (is not) exempt from the recordation tax (Md.)
Principal amount of debt initially incurred is \$ 60,000.00

<p>DEBTOR:</p> <p>Printers Ink, Inc. T/A Minuteman Press</p>	<p>SECURED PARTY:</p> <p>SIGNET BANK/MARYLAND</p>
<p>By: <u>[Signature]</u> (Type Name)</p>	<p>By: <u>[Signature]</u></p>
<p>Donald M. Dailey, President</p>	<p>Steven M. Wienecke (Type Name)</p>
<p>By: <u>[Signature]</u> John A. Palmer, Vice President</p>	<p><u>March 18</u> 19 <u>88</u> (Date Signed by Debtor)</p>

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

12
420
50

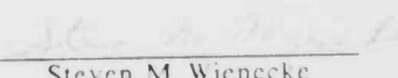
Schedule A

Printers Ink, Inc.
T/A Minuteman Press

Other:

- (1) A.B. Dick Offset Press w/Colorhead and Dry Spray attachment model #9880D, SN #00224
- (1) A.B. Dick Offset Press w/1-9855 S Colorhead SN 875484MMD, 1-38 74 spray SN 0687-7106, 1200 Envelope Feeder SN 1676, 1-1201 Conveyor and 1-1203 Dual Feed Kit, Model 9810 X C5, 51160

By: 
Donald M. Dailey, President

By: 
Steven M. Wienecke

By: 
John A. Palmer, Vice President

March 13 19 88
(Date Signed by Debtor)

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272339

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gerrior Nursery
Address 1120 Bay Ridge Rd., Annapolis, MD 21403

2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.
Address 5400 Windsor Mill Rd., Baltimore, MD 21207

RECORD FEE 11.00
POSTAGE 30
ENCLOSURE COST 2.00
TOTAL 16.00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CK

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 Kubota L2550F-2 Tractor #348

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

54900-813520

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Phil P. Gerrior
(Signature of Debtor)

Phil P. Gerrior, Gerrior Nursery
Type or Print Above Name on Above Line

(Signature of Debtor)
Phil P. Gerrior
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-50

272340

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

FILING OFFICER'S NOTICE
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT

ADDRESS: _____
CITY & STATE: _____

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
		ACCOUNT NO	TAB
		272340	

Filed with _____

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered (a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved

(c) Other (describe) _____

RECORD FEE 21.00
RECORD TAX 21.00
POSTAGE .30
#094970 CITY OF BALTIMORE

CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 272 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.

FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2405.73

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Martin Saia
DEBTOR

BY Gina Jordan C.S.R.
GINA JORDAN TITLE C.S.R.

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

11-21-50

FINANCING STATEMENT FORM UCC-1

Identifying File # 872341

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2000.00

If this statement is to be recorded in land records check here.

This financing statement Dated MARCH 15, 1998 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GREEN HONESTY
Address 202 ROYAL DR ANNAPOLIS MD 21401

2. SECURED PARTY

Name AVOC FINANCIAL SERVICES
Address PO BOX 497 CLECK HUNTER MD 21821

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 1.00

RECORD FAY 17.50

POSTAGE .00

RECORDING FEE 1.00

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Green Honesty
(Signature of Debtor)

GREEN HONESTY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA D. CARTER CSB
Type or Print Above Signature on Above Line

1750 50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 11/28/77 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT W. AND MARY JOHNS
 Address 4410 WINDSOR LANE, BELTSVILLE, MD 21054

2. SECURED PARTY

Name CHASE NATIONAL BANK
 Address 1500 W. WASHINGTON BLVD, BALTIMORE, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any):

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assessor	
DEFUND FEE	12.00
RECORD TAX	25.00
POSTAGE	3.00
BUSINESS CITY AND COUNTY	

SEARCHED INDEXED SERIALIZED FILED
 NOV 29 1977
 BALTIMORE, MD

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert W. Johns
 (Signature of Debtor)

ROBERT W. JOHNS
 Type or Print Above Name on Above Line

Mary D. Johns
 (Signature of Debtor)

MARY JOHNS
 Type or Print Above Signature on Above Line

Monica D. Carter
 (Signature of Secured Party)

MONICA CARTER
 Type or Print Above Signature on Above Line

10 35 20



IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)
FINANCING STATEMENT Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT

ADDRESS: _____
 CITY & STATE: _____

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
		ACCOUNT NO	TAB

Filed with _____

This Financing Statement covers the following types (or items) of property. Proceeds and Products of the collateral are also covered (a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe) _____

RECORD FEE 11.00
 RECORD TAX 17.50
 POSTAGE .50
 8095020 1777 804 110134
 04/05/88
 CK

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
 FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$ _____
AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
 (SECURED PARTY)

Danell S. Jordan
 DANIEL S. JORDAN DEBTOR

BY Glen Jordan TITLE C.O.O.

ORIGINAL - FILING OFFICER COPY
 19 1209 (REV. 11-80)

11-1730 50

525 PAGE 214

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

272344 Identifying File No. 13917

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Address

2. SECURED PARTY

Name Address

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 04-01-91

4. This financing statement covers the following types (or items) of property: (list)

and an address of Assessor

CAM EOP STEREO EOP VCR

RECORD FEE RECORD TAX POSTAGE

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Margaret E. Riley (Signature of Debtor)

Type or Print Above Name on Above Line

Martin M. Riley (Signature of Debtor)

Type or Print Above Signature on Above Line

Monica O. Carter (Signature of Secured Party)

Type or Print Above Signature on Above Line

12 21 50

525 P.M.E. 215

STATE OF MARYLAND

FINANCING STATEMENT FORM 0001

272345 Identifying File No. 13897

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1774.97

If this statement is to be recorded in land records check here.

This financing statement Dated 2/10/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PAUL J SPARKS AND JANE P SPARKS
Address 7404 WILSON LANE
FT WEAVER, MD 20744

2. SECURED PARTY

Name ANGE FINANCIAL SERVICES
Address 40 WILSON LANE WOODBRIDGE MD 20681

REGISTRATION FEE 12.00
PROPERTY TAX 14.00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 03-23-91

4. This financing statement covers the following types (or items) of property: (list)

Blank box for listing property types.

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Paul J Sparks
(Signature of Debtor)

PAUL J SPARKS

Type or Print Above Name on Above Line

Jane A Sparks
(Signature of Debtor)

JANE A SPARKS

Type or Print Above Signature on Above Line

Monica D. Carter
(Signature of Secured Party)

MONICA D CARTER

Type or Print Above Signature on Above Line

Handwritten numbers: 12, 14, 50

FINANCING STATEMENT FORM 0001

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 250.00

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 11, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LOUIS RUTH
Address 1001 VILLA ISLE CT WASHINGTON DC 20008

2. SECURED PARTY

Name RWC FINANCIAL SERVICES
Address 4000 GOLF LINKS BLVD WASHINGTON DC 20008

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

RECORD FEE 12.00
POSTAGE 2.00
RECORDING OFFICE 10.00

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD TAX 24.30
RECORDING OFFICE 10.00
K...

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor
LOUIS RUTH

Type or Print Above Name on Above Line
Signature of Debtor

Signature of Secured Party
MONICA CARTER

Type or Print Above Signature on Above Line

Handwritten notes: 11 2450 50

525 217

MARYLAND FINANCING STATEMENT

272317

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Nicholmore, Inc. T/A Scandia Down Shops
1007 Arundel Station Road (Name or Names) Millersville, Maryland 21108
(Address)

LESSEE
(Name or Names)
(Address) MD 2548

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Herbert W. and Mildred D. Spath
2611 Reckord Road (Name or Names) Kingsville, MD 21087
(Address)

4. This financing Statement covers the following types (or items) of property:

One - Compaq Deskpro 286 Computer System w/640 K RAM, 40 Mb Hard Disk, Okidata 293 Printer, Monochrome Monitor, Math Co-Processor, Tape Back-up, Surge Suppressor, DOS, Microsoft Word, Excel. & 2400 Band Modem

Equipment Location:

774-I Fairmount Avenue
Towson, Maryland 21204

RECORD FEE 12.00

POSTAGE .50

RECORDED - 0317 AM 11/17

CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Nicholmore, Inc. T/A Scandia Down Shops
By: Carol S Conlon VP
CAROL S CONLON (Title)
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Mgr.
Brian G. Connelly (Title)
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1250

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Tektron Micro Electronics, Inc.
7483 A Candlewood Rd., Hanover, MD 21076
(Name or Names)
(Address)

LESSEE CPSL 2546
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association
of LESSOR 2001 E. Joppa Road Baltimore, Maryland 21234
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Ricoh FAX 10 facsimile s/n R1080100110

RECORD FEE 14.00
POSTAGE 2.00
NOTARIAL FEE 10.00
TOTAL 26.00

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

CK

LESSEE
Tektron Micro Electronics, Inc.
By: William C. May VP
(Title)
WILLIAM C. MAY
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Manager
(Title)
Brian G. Connelly
(Type or print name of person signing)

Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

150

Debtor or Assignor From

MARYLAND FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 15,000.00
- To Be Recorded in Land Reports (for crops, timber, or minerals only)

DEBTOR
Bay Country Rentals of Pasadena,
Inc.
(Name)
8017 Fort Smallwood Road
(Address)
Baltimore, Maryland 21226

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Attn Catherine T. Lewis
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral). (attach separate list if necessary)

See attached schedule "A"

RECORD FEE 24.00
 RECORD TAX 105.00
 POSTAGE .00
 RECORDING OFF FEE 24.00

CK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor _____

3. Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)
Michael A. Wist, Sr. (Seal)
 _____ (Seal)
(Signature)
Michael A. Wist, Sr., President
(Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
(Signature)

(Print or Type Name)

" I hereby certify that I have paid \$105.00 in Recordation Taxes to Anne Arundel County."

105
SD

Schedule "A"

525 220

5 2235 Breaker, Electric Large Brute
5 2330 Demmolation Hammer, Electric
8 3020 Generator, 2500 Watt
8 3040 Generator, 3200 Watt

11 4170 Engine Hoist 1500 lb.
13 5510 Trowel, Power 36"
13 5430 Mixer, Motar 2 bag
16 6000 Chairs, Folding 160
21 8019 Sander, Floor Orbital
22 8170 Saw, Rescue TS-350
22 8130 Saw, Concrete Walkbehind
23 8410 Scaffolding
01 0131 Compressor Gas 125 CFM

11-58

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING FEE
ON PRINCIPAL
AMOUNT OF \$
AP-LO

525 PAGE 221

FINANCING STATEMENT

272350

1. Debtor(s):

Rogers Landscaping
 Name or Names—Print or Type
 1001 White Avenue, Linthicum, MD 21090
 Address—Street No., City—County, State Zip Code

Name or Names—Print or Type
 Address—Street No., City—County, State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC
 Name or Names—Print or Type
 701 Cathedral Street, Baltimore, Maryland 21201
 Address—Street No., City—County, State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

B6200 Hydrostatic transmission tractor w/mid mount mower

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.75
POSTAGE 2.00
ROSSARD STATE BANK
CK

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

Debtor(s)

John W. Rogers, Jr.
 (Signature of Debtor)
 John W. Rogers, Jr., Owner
 Type or Print

(Signature of Debtor)
 Type or Print

Secured Party

Harbor Leasing Associates
 (Company, if applicable)
[Signature]
 (Signature of Secured Party)
 Mark M. Caplan, partner
 Type or Print (Include title if Company)

To THE PUBLIC OFFICE After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

525 900222 STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 207-128 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
 This Statement refers to original Financing Statement, Identifying File No. 248000 recorded in
 Liber 485 Page 20 on 8/17/83 at Annap Arundel County-Maryland

1. DEBTOR(S)
 Name(s) South River Yacht Sales, Incorporated
 Address(es) 2820 Solomons Island Road - Oak Grove Marina
Edgewater, Maryland 21037

2. SECURED PARTY
 Name Maryland National Bank Attention: H.E. McCreary
 Address 1011 West Street, Annapolis, Maryland 21401

Person and Address to whom Statement is to be returned if different from above:
Maryland National Bank, P.O. Box 17008 M.S. 090139
Baltimore, Maryland 21207 Attention: A. Singh

- Check mark below indicates the type and kind of Statement made hereby
 (Check only one Box)
- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
 - 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
 - 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 3, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 3 below.
 - 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 3 below. (Signature of Debtor is required.)
 - 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 3 below.

8. Change address of Debtor to: 2820 Solomons Island Road - Oak Grove Marina, Edgewater, Maryland 21037
 Change address of Secured Party to: 7178 Columbia Gateway Drive, Columbia, Maryland 21045
 Attention: Floor Plan 090139
 Change original signer of Debtor to Carolyn R. Culp, Vice President due to marriage and add name of Edwin C. Culp, President.

9. SIGNATURES
Carolyn R. Culp
 Carolyn R. Culp, Vice President

SECURED PARTY
Maryland National Bank
 By R. B. Megee
 R. B. Megee, Vice President
 (Type, Name and Title)

DEBTOR(S)
 (Necessary only if Item 5 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

105-50

525 page 223 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 272351

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 3/25/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLG, Inc.

Address 1045 Bullard Court, Raleigh, NC 27615

2. SECURED PARTY

Name Northwestern National Life Insurance Company

Name c/o Washington Square Advisers

Address 512 Nicollet Mall, P.O. Box 9402

Address Minneapolis, MN 55440

Mary E. Strand, Esq., Fredrikson & Byron, P.A., 1100 International Centre, 900 Second Avenue South, Minneapolis, MN 55402-3397

NR Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A.

RECORD FEE 22.00

POSTAGE .50

#094730 0777 PM 11/13/87

11 15 88

CR

(ANNE ARUNDEL COUNTY)

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

CLG, INC.

Type or Print Above Name on Above Line

Mary E. Strand
(Signature of Debtor)

Type or Print Above Signature on Above Line

Patricia M. Wilson Authorized Representative
(Signature of Secured Party)

NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY
Type or Print Above Signature on Above Line

525 223-A

EXHIBIT A

The equipment (and all right, title and interest of the Debtor in the equipment) described in that certain Equipment Lease Agreement (the "Lease") executed on July 9, 1985, by the Debtor and HARDEE'S FOOD SYSTEMS, INC. (the "Lessee"), a North Carolina corporation, and Supplement Nos. 25 through 34, 35A, and 36 through 56 relating to the Lease, together with all substitutions and replacements for any of such equipment, whether now existing or hereafter acquired, and (A) all repairs of any such equipment made prior to, on or after the date hereof, all parts included in such equipment and all parts hereafter attached or affixed to or installed in such equipment in substitution or replacement for existing parts therein, and all attachments, accessories and instruments now or hereafter owned by Debtor which are now or hereafter attached or affixed to or used in connection with any such property (such equipment and substitutions and replacements therefor are together called the "Equipment"), (B) all warehouse receipts, bills of lading and other documents of title now or hereafter covering the Equipment, and (C) all proceeds of any and all of the Collateral herein described, including without limitation all right, title and interest of the Debtor in all insurance proceeds, payments and other money assigned to Secured Party pursuant to paragraph 8 of the Security Agreement and in all condemnation awards with respect thereto; and

All (A) estate, right, title and interest of the Debtor, now existing or at any time after the date hereof arising, in the Lease, (B) rents, issues, profits and other payments of every kind due or payable or to become due or payable to Debtor under the Lease, whether such rents, issues, profits or other payments accrue before or after foreclosure of the security interest in the Equipment, and including, without limitation, all payments of Monthly Rent (defined in the Schedules and also referred to as "monthly charge", "monthly rental charge" or "rental" in the Lease, all of which terms are hereinafter encompassed by the term "Monthly Rent") or Stipulated Loss Value (as defined in the Lease) payable under the Lease (excluding, however, any and all amounts now or hereafter due or owing to Debtor, or its successors or assigns, by reason of any indemnities by the Lessee or any other lessee or sublessee with respect to investment tax credits or other anticipated federal income tax benefits to Debtor), (C) guaranties, security interests or other security now or hereafter securing the performance of the Lease, and (D) all proceeds of any and all of the Collateral described in this paragraph.

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated 3/29/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hardee's Food Systems, Inc.
Address 1233 North Church Street, Rocky Mount, NC 27801

2. SECURED PARTY

Name CLG, Inc.
Address 1045 Bullard Court, Raleigh, NC 27615

Mary E. Strand, Esq., 1100 International Centre, 900 Second Avenue South, Minneapolis MN 55402-3397
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A. This Financing Statement is limited to equipment listed on Exhibit A which is located in the State of Maryland. This filing relates to a true lease.

Assignee: Northwestern National Life Insurance Company
c/o Washington Square Advisers
512 Nicollet Mall
P.O. Box 9402
Minneapolis, MN 55440

RECORD FEE 12.00
1.8

(ANNE ARUNDEL COUNTY)

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

HARDEE'S FOOD SYSTEMS, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

CLG, INC.
Type or Print Above Signature on Above Line

525 PAGE 224

1750

RECORDED BY 84100/88
CK

EXHIBIT A

Debtor: Hardee's Food Systems, Inc. (Lessee)
Secured Party: CLG, Inc. (Lessor)

The equipment (and all right, title and interest of the Debtor in the equipment) described in that certain Equipment Lease Agreement (the "Lease") executed on July 9, 1985, by the Debtor (as Lessee) and the Secured Party (as Lessor), and Supplement Nos. 25 through 34, 35A, and 36 through 56 relating to the Lease, together with all substitutions and replacements for any of such equipment, whether now existing or hereafter acquired, and (A) all repairs of any such equipment made prior to, on or after the date hereof, all parts included in such equipment and all parts hereafter attached or affixed to or installed in such equipment in substitution or replacement for existing parts therein, and all attachments, accessories and instruments now or hereafter owned by Debtor which are now or hereafter attached or affixed to or used in connection with any such property (such equipment and substitutions and replacements therefor are together called the "Equipment"), (B) all warehouse receipts, bills of lading and other documents of title now or hereafter covering the Equipment, and (C) all proceeds of any and all of the Collateral herein described, including without limitation all right, title and interest of the Debtor in all insurance proceeds, payments and other money assigned to the assignee of the Secured Party pursuant to paragraph 8 of the Security Agreement and in all condemnation awards with respect thereto.

Notwithstanding the above, this filing relates to property subject to a true lease and is for informational purposes only.

FINANCING STATEMENT FORM 400-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$4,374.50

If this statement is to be recorded in land records check here.

RECORDATION TAXES PAID TO DEPARTMENT OF ASSESSMENT & TAXATION.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BUILDING OWNERS AND MANAGERS INTERNATIONAL INCORPORATED
Address 1521 Ritchie Highway, Suite 3A, Arnold, MD 21012

2. SECURED PARTY

Name GENERAL ELECTRIC CAPITAL CORPORATION f/k/a GENERAL ELECTRIC CREDIT CORPORATION
Address 900 Kings Highway, North, Cherry Hill, NJ 08034

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Various new office furniture as more fully described on the Schedule A attached hereto and made a part hereof. With all attachments and accessories and additions now and hereafter attached thereto and made a part hereof. DEBTOR IS NOT AUTHORIZED TO SELL EQUIPMENT.

RECORDING FEE 12.00
REGISTRATION FEE 210.00

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1521 Ritchie Highway, Suite 3A
Arnold, Anne Arundel County, MD 21012

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

BUILDING OWNERS AND MANAGERS INTERNATIONAL INCORPORATED
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)
GENERAL ELECTRIC CAPITAL CORPORATION f/k/a
GENERAL ELECTRIC CREDIT CORPORATION
Type or Print Above Signature on Above Line

525 ME 227

SCHEDULE 'A'

This schedule is to be attached to and become a part of Lease dated MARCH 23, 1988, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.
	Various new office furniture including but not limited to the following:		
2	2295 S/C 36X55X15 Bookcase w/3 adj shelves 4686 Warm Brown Value #1		
2	730-581 Storage Cabinet w/Three adj shelves 4686 Warm Brown Value #1		
32	PT25NR W/ PALS RDS-Paperflo Bins w/supports 4686 Warm Brown Value #1		
2	PP29R RDS-Panel Mount Paperflo Pkg 4686 Warm Brown Value #1		
1	2295 RDS-36X55 Bookcase 4686 Warm Brown Value #1		
1	99001 RDS-30X20 EP 4686 Warm Brown Value #1		
1	88EG-740 Myrtle Executive Grouping w/Return Right Walnut		
1	87CR66 Myrtle Credenza 66X20 w/Lock Walnut		
2	88BC38 Myrtle Bookcase Walnut		
1	88LF74 Myrtle Four Drawer Lateral File Walnut		
3	98683-3D Duplex Recep Line 3 WITH ALL ATTACHMENTS AND ACCESSORIES, WIRING, PLUGS, CABLES AND OTHER ANCILLARY EQUIPMENT INCLUDED IN LESSOR'S COST OF EQUIPMENT.		
	Equipment Location: 1521 Ritchie Highway/Suite 3A Arnold, Maryland 21012		

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of copy.

Lessor

Lessee

GENERAL ELECTRIC CAPITAL CORPORATION
f/k/a GENERAL ELECTRIC CREDIT CORPORATION (L.S.)

BUILDING OWNERS AND MANAGERS INTERNATIONAL
INCORPORATED (L.S.)

By: [Signature] (L.S.)

By: [Signature] (L.S.)

Title: _____

Title: VP Finance & Administration

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 252354 recorded in Liber 674 Folio 120 on 05/21/84 at A.A. County, Maryland

1 DEBTOR(S) Arvid, Inc. T/A McMichael Annapolis

ADDRESS(ES) Yacht Haven Suite 20
3261 1st Street Annapolis, Maryland 21403

2 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION

ADDRESS MAILSTOP: 010614 ~~XXXXXXXXXXXX~~ Baltimore, Maryland 21203
225 N. CALVERT STREET

Person and Address to whom Statement is to be returned (if different from above)
Maryland National Bank - P.O. Box 17068 Baltimore, Maryland 21203
M/S 090159 Attn: anjana Singh

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3 CONTINUATION The original Financing Statement referred to above is still effective.

4 TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6 AMENDMENT The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a Not subject to Recordation Tax.

b Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7 RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8 Debtor's Correct Name & Address: Arvid, Inc.
326 1st. Street Annapolis, Md. 21403

Secured Party's address Change: 7178 Columbia Gateway Drive Columbia, Md. 21046

Collateral Includes: Proceeds of collateral are also covered.

DEBTOR(S) Arvid, Inc.

BY: [Signature] (SEAL)
Arvid Scherpf, President

BY: _____ (SEAL)

2011.08 REV 4.86

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer

SECURED PARTY Maryland National Bank

BY: [Signature] (SEAL)
Anjana Singh, Retail Finance Officer
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 492 Page No. 6
Identification No. 259319 Date: 11/25/86

1 Debtor(s) Maid to St. James Construction Co., Inc.
Name or Names - Print or Type
P.O. Box 611 Severan Park Maryland 21116
Address - Street No. City - County State Zip Code

2 Secured Party The First National Bank of Maryland
Name or Names - Print or Type
P.O. Box 1196 Baltimore Maryland 21203
Address - Street No. City - County State Zip Code

3 Maturity Date (if any) _____

4 The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated

Dated October 28, 1987
The First National Bank of Maryland
(Name of Secured Party)
Patricia A. Brian
(Signature of Secured Party)
Patricia A. Brian, Vice President
Type or Print (Include Title if Company)

please return to the above debtor.

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS. (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.) FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: CITY & STATE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

Table with columns: DEBTOR(S) (AND ADDRESSES), DATE OF THIS FINANCING STATEMENT, ACCOUNT NO, TAB. Includes handwritten entries for account number 712301399 and tab 93.

Filed with: Clerk of the Anne Arundel Co

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered (a) If described, Motor Vehicles as follows:

Table with 7 columns: YEAR MODEL, MAKE, BODY TYPE, MODEL NO OR LETTER, SERIAL NUMBER, MOTOR NUMBER, NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto,

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

Vertical stamp area with text: RECORD TAX, POSTAGE, RECEIVED FEB, RECEIVED FEB, RECEIVED FEB, RECEIVED FEB.

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED. FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS

\$3905.73

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY)

BY Monica Carter MONICA CARTER TITLE C.S.R.

Ronald W. Crockett DEBTOR, Marianne Crockett DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV. 11-80)

Handwritten number: 12-21-50

525 231

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 523 Page No. 420
Identification No. 291804 Dated March 28/88

1. Debtor(s) (E.H.M. Commons II Limited Partnership
Name or Names—Print or Type
Post Office Box 125, Glen Arm, Maryland 21057
Address—Street No., City - County State Zip Code
2. Secured Party (State Mutual Life Assurance Company of America
Name or Names—Print or Type
440 Lincoln St., Worcester, Mass. 01605-1959
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: See attached</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 12.00
POSTAGE .50
TOTAL FEE \$12.50
3-28-88

Schedule B, Property is located on Real Estate Described on Attached Schedule A.

Assignee: SMA Life Assurance Company
440 Lincoln Street
Worcester, Massachusetts 01605-1959
Attention: Investment Management Department

Dated: March 28, 1988 State Mutual Life Assurance Company of America
Name of Secured Party
By: Rene J. Labonte
Signature of Secured Party
Rene J. Labonte
Assistant Treasurer
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

TO THE FILING OFFICER: After this statement is recorded, please mail same to:

12
2
James A. Cole, Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank & Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21201

"EXHIBIT A"

All that parcel of land situate in Anne Arundel County, State of Maryland and being more particularly described as follows:

Beginning for the same on the north side of Charwood Road, 80 feet wide, at the point designated 1 as shown on the plat entitled "Block "K" Parcel "A", Baltimore Commons Business Park, Phase III", dated June 20, 1984, recorded among the Plat Records of Anne Arundel County, Maryland as Plat No. 4931 in Book 95, Page 6; thence from said place of beginning, binding on the northernmost side of said Charwood Road, as shown on the plat entitled "Phase II, Section IIB, Block "I" Parcel "A", Baltimore Commons Business Park", dated February 9, 1981, recorded among said Plat Records as Plat No. 4140 in Book 79, Page 15, 1) westerly by a curve to the right having a radius of 530.00 feet for the distance of 172.93 feet, said curve being subtended by a chord bearing North 85 degrees, 19 feet, 28 inches West 172.16 feet to the point designated 6 as shown on said last mentioned Plat No. 4140, thence continuing to bind on the northernmost side of said Road, for a part of the distance as shown on Plat No. 4140 and for a part of the distance as shown on the Plat entitled "Block "I", Parcel "B", Baltimore Commons Business Park", dated February 9, 1984, recorded among the aforementioned Plat Records as Plat No. 4805 in Book 92, Page 30, in all, 2) North 75 degrees, 58 feet, 38 inches West 776.10 feet to the cut-off leading to the easterly side of the Proposed New Ridge Road, 80 feet wide, thence leaving said Charwood Road, running for lines of division through that parcel of land described in a deed dated December 30, 1980 from Aetna Diversified Properties, Inc. to Botaba Realty Company, a Texas general partnership doing business as Transeontinental Properties and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3376 folio 875, the four following lines; binding on said cut-off, 3) North 30 degrees, 41 feet, 33 inches West 63.95 feet to the easterly side of said Proposed New Ridge Road, thence binding thereon the two following lines, 4) northeasterly by a curve to the right having a radius of 1392.39 feet for the distance of 391.76 feet, said curve being subtended by a chord bearing North 22 degrees, 39 feet, 08 inches East 390.47 feet and 5) North 30 degrees, 42 feet, 45 inches East 23.76 feet, thence leaving said Proposed New Ridge Road, 6) South 75 degrees, 58 feet, 38 inches East 707.94 feet to intersect the North 13 degrees, 01 feet, 18 inches West 783.82 foot line as shown on the first herein mentioned Plat No. 4931, thence binding on a part of said line, reversing the bearing as shown on said Plat, 7) South 13 degrees, 01 feet, 18 inches East 478.63 feet to the place of beginning.

Containing 9.000 Acres of land more or less.

Subject to part of a 10 Foot Utility Easement adjacent to part of the last line of the herein described parcel, and as

recorded among the Land Records of Anne Arundel County, Maryland in Liber 3880 folio 886.

Being all of that land described as Block K, Parcel B, as shown on a plat entitled " Baltimore Commons Business Park, Phase III, Section II" dated August 21, 1985 and recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 5178, Book 100, Page 3.

Being the same lot of ground which by Deed dated March 17, 1986 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 4038 folio 796 was granted and conveyed by Botaba Realty Company to the within named Borrower.

525 231

TAX ID #: _____
TITLE INSURER: Chicago Title
Insurance Company
CASE #: 00031-MD

FINANCING STATEMENT

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) n/a

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
PARNES ACQUISITION CORP. A Maryland Corporation	11333	Maryland Avenue	Beltsville	Maryland 20705
KID'S DISCOUNT TOY STORE, INC. A Maryland Corporation	11333	Maryland Avenue	Beltsville	Maryland 20705
Name of Secured Party or assignee	No.	Street	City	State
AMERICAN SECURITY BANK, N.A.	730	Fifteenth Street, N.W.	Washington, DC	20013

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Exhibit A attached hereto and incorporated herein by this reference.

RECORD FEE 23.00
POSTAGE 0.30
RECORDING CHARGE 0.00

Carolyn B. Greenspan, Esq.
David and Hagner, P.C.
1120 Nineteenth Street, N.W.
Suite 800
Washington, D.C. 20036

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

See Schedule B attached hereto and incorporated herein by this reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is *is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s):
PARNES ACQUISITION CORP.
A Maryland Corporation
By: [Signature]
Avner Parnes, President

Secured Party:
AMERICAN SECURITY BANK, N.A. (Seal)
(Corporate, Trade or Firm Name)

By: [Signature]
Signature of Secured Party or Assignee

Title: Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

KID'S DISCOUNT TOY STORE, INC.
A Maryland Corporation
By: [Signature]
Avner Parnes, President

20
30

EXHIBIT A TO FINANCING STATEMENT

All of Debtor's right, title and interest in:

- A. All of Debtor's equipment described on Schedule A attached hereto and incorporated herein by this reference.
- B. All of Debtor's present and future inventory, including goods, wares, merchandise and other tangible personal property now owned or hereafter acquired by Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process and materials used and consumed or to be used or consumed in Debtor's business, including supplies and materials and finished goods.
- C. All of Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising.
- D. All of Debtor's present and future furniture, equipment, leasehold improvements and supplies of every type and nature now or hereafter used in Debtor's business or otherwise owned by Debtor, and all of Debtor's fixtures located at the property described on Schedule B attached hereto and incorporated herein by this reference.
- E. All leases of retail space and any other leases now or hereafter entered into by Parnes Acquisition Corp. and/or Kid's Discount Toy Store, Inc., as tenant, including but not limited to those leases listed on Schedule C attached hereto and incorporated herein by this reference, including any options contained therein and the use and occupancy of each of the demised premises.
- F. All property, goods and chattels of the same classes as those described above acquired by Debtor subsequent to the date of execution of this Financing Statement and prior to its termination.
- G. All proceeds of the foregoing of every type, including cash and non-cash proceeds and returned and repossessed inventory.
- H. All products of the foregoing.
- I. All increases, substitutions, replacements, additions and accessions to the foregoing.

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3/24/88

SCHEDULE A TO FINANCING STATEMENT

All of the personal property of any kind whatsoever owned by the Debtor, including, but not limited to, all materials, machinery, apparatus, equipment, furnishings, furniture, fixtures and all other goods, chattels and articles of personal property, including, without limitation, all building materials and supplies, all construction equipment, all medical equipment and supplies, motors, engines, furnaces, heaters, boilers, stokers, pumps, laundry machinery, tanks, dynamos, generators, incinerators, switchboards, conduits, compressors, escalators, elevators, fittings, radiators, dishwashers, refrigerators, kitchen ranges, garbage disposals, automatic washing machines and clothes dryers, trash compactors, stock trucks, wall-to-wall carpeting, rugs, linoleum and any other floor covering, venetian blinds, draperies, drapery and curtain rods, brackets, awnings, shades, screens, office and accounting equipment and other furnishings, pro quote machines, security cameras, security camera systems, intercoms, time clocks, shopping carts, alarm systems, phone systems, paging systems, fax machines, typewriters, calculators, safes, cabinets, cash registers, marking machines, pallets, lockers, shelving, tools, ladders, folkers, spotlighting equipment, plants and shrubbery, uniforms, mirrors, lamps, ornaments, electrical signs, bulbs, vacuum cleaners, vacuum cleaning systems, floor cleaning, waxing and polishing apparatus, call systems, televisions, radios and other sound equipment, stereos, car phones, ash and fuel conveyors and plumbing, power, electrical, gas, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning, cooling, fire prevention, fire extinguishing and sprinkler equipment and/or apparatus and fixtures and appurtenances thereto.

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SCHEDULE B TO FINANCING STATEMENT

9325 West Street, Annapolis, Maryland. The record owner of this property is Jeanne Raport.

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SCHEDULE C TO FINANCING STATEMENT

1. Lease dated February 12, 1988 by and between Greenbrier Center Associates, a Virginia limited partnership and Beatty Management Company, Inc., and Juvenile Sales Company, Inc., a Maryland corporation (as assigned to Parnes Acquisition Corp.) (Greenbriar Shopping Center, 2000 Plank Road, Fredericksburg, Virginia).
2. Sublease dated November 25, 1985 between Safeway Stores, Inc., a Maryland corporation and Juvenile Sales, Inc., a Maryland corporation (to be assigned to Parnes Acquisition Corp.) (10 Washington Center, Hagerstown, Maryland).
3. Lease between LER, Inc. and Parnes Acquisition Corp. (2321 University Boulevard, West, Wheaton, Maryland).
4. Lease between LER, Inc. and Parnes Acquisition Corp. (7321 Sudley Road, Manassas, Virginia).
5. Lease between Jeanne Raport and Parnes Acquisition Corp. (935 West Street, Annapolis, Maryland).
6. Lease between Lloyd and Jeanne Raport, as tenants by the entirety and Parnes Acquisition Corp. (11410 Frederick Avenue and 11333 Maryland Avenue, Beltsville, Maryland).
7. Lease between Lloyd E. Raport and Parnes Acquisition Corp. (4415 John Marr Drive, Annandale, Virginia).
8. Lease between Lloyd E. Raport and Parnes Acquisition Corp. (6612 Richmond Highway, Alexandria, Virginia).
9. Lease dated January 12, 1968 by and between Shillcon Associates, a Maryland partnership and Drug Fair of Md., Inc., a Maryland corporation, as amended and modified, the landlord's interest in such Lease having been assigned to Savage/Fogarty Management and Leasing, Inc.; as assigned to Kid's Discount Toy Store, Inc. by Agreement and Assignment of Lease dated April 1, 1984 by and among GDF, Inc., a Maryland corporation (successor in interest to Drug Fair of Md., Inc.), Kid's Discount Toy Store, Inc., a Maryland corporation and Savage/Fogarty Management and Leasing, Inc. (3541 Laurel-Ft. Meade Road, Laurel, Maryland).
10. Agreement dated August 13, 1980 by and between Savage/Fogarty Management and Leasing, Inc., and Kid's Discount Toy Store, Inc., a Maryland corporation, as previously amended and as amended by First Amendment to Lease Agreement dated October 10, 1986 by and between Brockmont Limited Partnership, a Maryland limited partnership (successor landlord under the Agreement) and Kid's Discount Toy Store, Inc., a Maryland corporation; as such premises has been subleased by Kid's Discount Toy Store, Inc., pursuant to Lease Agreement dated October 10, 1986 by and between Kid's Discount Toy Store, Inc., a Maryland corporation and Bedding Plus Warehouse, Inc., a Maryland corporation (3540 Laurel-Ft. Meade Road, Laurel, Maryland).

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3/28/88

525 239

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Alco Gravure, Inc. a Delaware corporation, 701 Baltimore & Annapolis Blvd, NW, Glen Burnie Md, 21061, 127 Roesler Rd, NE, Glen Burnie, Md.	2. Secured Party(ies) and address(es) Manufacturers Hanover Commercial Corporation 1211 Ave. of Americas New York, N. Y. 10036	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office) RETURN FEE 10.00 POSTAGE .01
4. This statement refers to original Financing Statement bearing file No. <u>237857 Liber 437 Page 373</u> Filed with <u>Anne Arundel Co., MD.</u> Date Filed <u>5/11/81</u> 19 <u>81</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

By _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By Manufacturers Hanover Commercial Corporation Signature(s) of Secured Party(ies)

No. of additional Sheets presented _____

10 30 STANDARD FORM - FORM UCC-3

525 240

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es): Alco Gravure, Inc. 701 Baltimore & Annapolis Blvd, NW Glen Burnie, Md. 21061	2 Secured Party(ies) and address(es): Manufacturers Hanover Commercial Corporation 1211 Ave. of Americas New York, N.Y. 10036	3 Maturity date (if any): For Filing Officer (Date, Time and Filing Office): RECORD FEE \$1.00 POSTAGE .50 RECEIVED CIVIL LAW 11/23/81
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4 This statement refers to original Financing Statement bearing File No. 237588 #59235 C237 R02
 Filed with Liber 436 Page 526 Date Filed 4/27/81 1981
 Filed with Anne Arundel Co., Md.

5 Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 6 Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 7 Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 8 Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
 9 Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
 10

By _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By Michael A. Kelly Signature(s) of Secured Party(ies)

MANUFACTURERS HANOVER COMMERCIAL CORPORATION

STANDARD FORM - FORM UCC-3

525 PAGE 241

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Alco Gravure, Inc. 701 Baltimore & Annapolis Blvd, NW Glen Burnie, Md. 21061		2. Secured Party(ies) and address(es) Manufacturers Hanover Commercial Corporation 1211 Ave. of Americas New York, N.Y. 10036		3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)	
4. This statement refers to original Financing Statement bearing File No. #59237 C237 R02 Filed with Anne Arundel Co., Md. Date Filed 4/27/81		436-525		RECORD FEE 18.00 POSTAGE .50 RECORDING FEE 104.00 TOTAL 122.50	
5. <input type="checkbox"/> Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.					

By _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By Franklin H. Heston Signature(s) of Secured Party(ies)

MANUFACTURERS HANOVER COMMERCIAL CORPORATION

No. of additional Sheets presented _____

STANDARD FORM - FORM UCC-3

REC- 525 PAGE 242

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name, First, and address(es)) Alco Gravure, Inc. 701 Baltimore & Annapolis Blvd, NW Glen Burnie, Md. 21061	2. Secured Party(ies) and address(es) Manufacturers Hanover Commercial Corporation 1211 Ave. of Americas New York, N.Y. 10036	3. Maturity date (if any) For Filing Officer: Date, Time and Filing Office RECORD FEE 10.00 POSTAGE 1.00 WORKING COST FOR THE STATE
4. This statement refers to original Financing Statement bearing File No. 237589 #59236 C237 R02 Liber 436 Page 527 Anne Arundel Co., Md. Date Filed 4/27/81 19__		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

By _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By James Earl Westberg Signature(s) of Secured Party(ies)

MANUFACTURERS HANOVER COMMERCIAL CORPORATION

WILLIAM M. SIMMONS
ATTORNEY AT LAW
135 GORMAN STREET
P. O. BOX 2266
ANNAPOLIS, MD 21404

Ashe Records
✓

525 PAGE 243

272359

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not Subject to Recording Tax
- 4. Recitation Tax has been paid on the principal amount of \$ 670,000.00 in connection with the filing of this Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s) CHESAPEAKE ACADEMY, INC. Address(es) 1185 Baltimore-Annapolis Boulevard
Arnold, Maryland 21012

6. Secured Party MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division P.O. Box 871
Annapolis, Maryland 21404
Attention: Dennis R. Glasgow
REM Unit

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described, now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 4, 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust) all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or deems it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):
CHESAPEAKE ACADEMY, INC.
BY: Louise Sivy (SEAL)
Louise Sivy, President

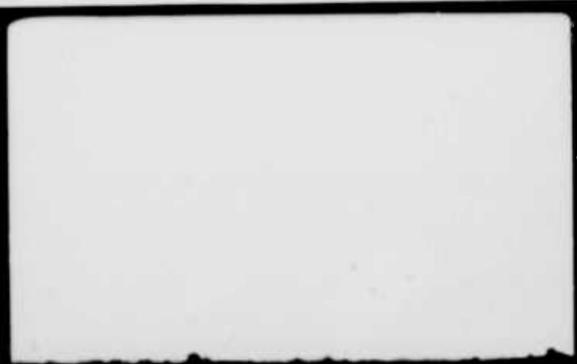
(SEAL)

Secured Party
MARYLAND NATIONAL BANK
By: Dennis R. Glasgow (SEAL)
Dennis R. Glasgow
Assistant Vice President
Type name and title

RECORD FEE CK 11.00
POSTAGE .50
-11-450-0158 107 717438
04/06/88

Mr. Clerk, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

11/10



STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS,
STATE OF MARYLAND.

This Statement is presented to a filing officer for filing pursuant
to the Uniform Commercial Code.

File Number of original Financing Statement: Liber 457 Folio 325

Date of Filing: December 29, 1982

NAME OF DEBTOR: ANNE ARUNDEL COUNTY, MARYLAND
Annapolis Commerce Park Limited Partnership

ADDRESS: 910F Bestgate Road
Annapolis, Maryland 21401

NAME OF SECURED PARTY: Citizens Bank & Trust Company of Md.
successor to Peoples Security Bank
of Maryland

TERMINATION: The original Financing Statement identified above
by file number is terminated and the secured party no longer
claims a security interest under the financing statement.

RELEASE: From the property described in the original Financing
Statement identified above, the property described below is
released.

RECORDED
INDEXED
DEC 30 1982
10:59
11/16/82



SECURED PARTY:
CITIZENS BANK AND TRUST COMPANY OF
MARYLAND
BY: Neil A. Crichton
Assistant Vice President

ALH Case No. 25596

A. LEE HAISLIP, JR.
ATTORNEY AT LAW
4235 - 28TH AVENUE, SUITE 706
PO BOX 487
TEMPLE HILLS, MARYLAND 20748
(301) 423-1070
Mail to



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 514
ID No. _____

Page No. 28

1. Debtor(s)
Name or Names - Print or Type
William J. Wroten and Jean L. Wroten
P.O. Box 1304 Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party
Name or Names - Print or Type
Mercantile-Safe Deposit and Trust Company
Mercantile Mortgage Corporation
P.O. Box 17027 Baltimore Maryland 21203
Address-Street No. City, State Zip

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

*BEING KNOWN AND DESIGNATED as Lots 6-B and 10-A and entitled "26 Semi-Detached and 3 Single-Family Dwellings - Woodcrest Homes, Ltd.", which Plats are duly recorded among the Land Records of Anne Arundel County in Plat Book 103, folio 13.

Dated: 3-22-88 MERCANTILE MORTGAGE CORPORATION

Paul W. Parks
Paul W. Parks, President

Please return to:

NORTHCO TITLE CORPORATION
7419 Baltimore-Annapolis Blvd.
P. O. Box 1330
Glen Burnie, Maryland 21061
(87-726 + 87-569)

MERCANTILE-SAFE DEPOSIT AND TRUST
Ronald D. Mettam
Ronald D. Mettam, Vice-President

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Filed among the Financing Statement Records of Anne Arundel County, Maryland
at Liber 504, folio 1 Page No. _____

Roll No. _____ Identification No. _____ Dated filed October 17, 1987

1. Debtor(s) { North Forest Associates Limited Partnership
c/o Arnold J. Rudley, Stonehenge Consulting Corp.
Name or Names—Print or Type
170 Highway 35 Red Bank New Jersey 07701
Address—Street No., City - County State Zip Code

2. Secured Party { General Electric Credit Corporation
Name or Names—Print or Type
260 Long Ridge Road Stamford Connecticut 06902
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>

The name of the secured party is changes from "General Electric Credit Corporation" to "General Electric Capital Corporation".

The principal amount of the loan perfected by the financing statement is increased from "\$7,500,000" to "\$9,000,000".

Dated: April 6, 1988

AFTER RECORDING RETURN TO:
George R.A. Jones, Esq.
Piper & Marbury
36 South Charles St.
Baltimore, Md. 21201

Luca Brea Form T-1

GENERAL ELECTRIC CAPITAL CORPORATION

Name of Secured Party

Richard M. Heister

Signature of Secured Party

Richard M. Heister - Investment Mgr

Type or Print (Include Title if Company)

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____

To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Diane Gay Santelmann Paul A. Weager	1003 Kensington Drive Annapolis, Md. 21403

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
 - Hewlett Packard Vectra ES Computer
Serial #2752A04712
 - Hewlett Packard Scanner #9190A
Serial #2709S13012
 - All associated software

RECORD FEE 12.00
 POSTAGE 10.00
 04/07/10

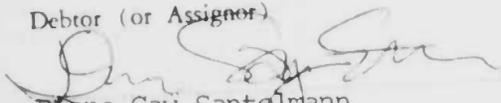
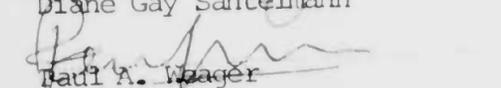
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 12.00
 POSTAGE .30
 04/07/10

3. Proceeds (of the collateral are also specifically covered.
 Products)

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)


 Diane Gay Santelmann

 Paul A. Weager

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY 

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401

525 248

272361

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 21,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
 M. L. Dewberry Company By
 Michael L. Dewberry and
 Sandra R. Dewberry - Owner

Address
 2009 Valley Road
 Annapolis, Maryland 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
 1 New Mechanical Squaring Shears by LVD - Model #10-CM-13
 Serial #1629
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3. Proceeds Products of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Michael L. Dewberry
 Michael L. Dewberry Owner
Sandra R. Dewberry
 Sandra R. Dewberry Owner

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY *John R. Ludwig*
 John R. Ludwig Asst. Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND 21401

B 17 50

525 249

272362

ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS

1.3

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. Name of Debtors: JOHANNES WILLENPART
ULRIKE EBENHOH

Address: c/o Austronic Security Systems, Inc.
9385-A Gerwig Lane
Columbia, Maryland 21046
- 2. Name of Secured Party: THE NATIONAL BANK OF WASHINGTON

Address: 2222 World Trade Center
Baltimore, Maryland 21202
- 3. This Financing Statement covers the following property of the Debtors:

(See Exhibit A and Exhibit B attached hereto)

DEBTORS:

Johannes Willenpart

JOHANNES WILLENPART

(SEAL)

Ulrike Ebenhoeh

ULRIKE EBENHOH

(SEAL)

SECURED PARTY:

THE NATIONAL BANK OF WASHINGTON

By: *Ryland Puckett*

RYLAND PUCKETT, Authorized Officer

(SEAL)

Please return to: Sarah E. Longson, Esq.
Adelberg, Rudow, Dorf, Hendler & Sameth
600 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

043/5982/036/022588

14

525 250

EXHIBIT A
to
FINANCING STATEMENT
by and between
JOHANNES WILLENPART
and
ULRIKE EBENHOH, Debtors
and
THE NATIONAL BANK OF WASHINGTON, Secured Party

All building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods and trade fixtures or other personal property owned by tenants occupying all or any portion of the Property), now or hereafter located or contained in or upon or attached to, the Property or any part thereof, and used or usable in connection with any present or future use or operations of the Property or any part thereof, whether now owned or hereafter acquired by the Debtors or others (all of the foregoing, together with all replacements thereof, substitutions therefor and additions thereto, being hereinafter sometimes referred to collectively as the "Equipment"). All of the Equipment, so far as permitted by law, shall be deemed to be fixtures and part of the Property, in order to secure the repayment of the Indebtedness. The Debtors hereby grant to the Secured party a security interest under the Maryland Uniform Commercial Code in and to such part of the Equipment not deemed or permitted by law to be fixtures, and the proceeds (cash and non-cash) thereof, including the proceeds of any and all insurance policies in connection therewith.

EXHIBIT B
to
FINANCING STATEMENT
by and between
JOHANNES WILLENPART
and
ULRIKE EBENHOH, Debtors
and
THE NATIONAL BANK OF WASHINGTON, Secured Party

Legal Description of Land

157.82 acres, more or less and more particularly described in a deed dated November 3, 1916, by Thomas S. Inglehart, et. ux., to George M. Moreland, and recorded in Liber G.W. 129 at 146, Land Records of Anne Arundel County, Maryland.

Saving and Excepting 28.8 acres, conveyed to the Baltimore Gas and Electric Company by deed dated April 29, 1971, and recorded in Liber 2405, Folio 223, Land Records aforesaid, and saving and excepting 8.26 acres conveyed to Baltimore Gas and Electric Company by deed dated the 7th day of May, 1981, and recorded in Liber 3408 at Folio 759.

The said residue of the aforesaid described parcel being assessed for tax purposes as 116,935 acres.

Being the residue of that parcel of Land devised to Lydie Mae Peddicord by the Last Will and Testament of George Maurice Moreland, probated June 25, 1959, and recorded in the office of the Register of Wills for Anne Arundel County in Liber HSC No. 2, folio 432.



525 252

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 260441 recorded in Liber 494, Folio 501 on February 11, 1986.

Anne Arundel County

1 DEBTOR(S)

Name(s) HILL/LAMONE LEASING, INC.
Address(es) 200 Hospital Drive
Glen Burnie, Maryland 21061

2 SECURED PARTY

Name PROVIDENT BANK OF MARYLAND
Address 114 E. Lexington Street
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby (Check only one Box.)

- 3 CONTINUATION The original Financing Statement referred to above is still effective
4 X TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above
5 ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below
6 AMENDMENT The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7 RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8

9 DEBTOR

Empty lines for Debtor information

SECURED PARTY

PROVIDENT BANK OF MARYLAND

By Thomas D. O'Brien

(Type, Name and Title) Thomas D. O'Brien, Vice President



525 POC 253

272363

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Wertz, Richard Craig
Address 521 Brightview Drive Millersville, MD 21108

2. SECURED PARTY

Name Washington Freightliner, Inc.
Address 201 Ritchie Rd. Capitol Heights, MD 20743

Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard Craig Wertz

See attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

LARRY F. KIMMEL, ADMIN. V.P.

Type or Print Above Signature on Above Line

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and of warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 31, 1988

between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee, and Richard Craig Korte 521 Northview Drive Miller, MO 64130 (Name) (Address)

as Buyer/Lessee/Mortgagee therein called "Obligor", together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same. We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor; in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no other security interest and no first lien upon the Property or the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, warranties or inducements not contained in the contract and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unamortized installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or lien against the Property; that CREDIT may in our name endorse any notes, drafts, promissory notes and/or other instruments which may be issued and/or asserted against the Property; that CREDIT may in our name release, and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and/or control and/or to be used for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default in non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) it disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 100,345.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 22nd day of March 1988

Washington Freightliner, Inc. (Seal) Seller/Lessor/Mortgagee

B: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc.

FROM: Richard Craig Wertz

201 Ritchie Rd. Capitol Heights, MD 20743

521 Brightview Drive Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1988 Freightliner Model FLC12064 Dump Truck with R&S Aluminum Dump Body, S/N 1FVN2DY9XJH323151

*See Schedule "A" attached hereto and made a part hereof for payment schedule.

(1) TIME SALES PRICE	\$ 132,345.00
(2) Less DOWN PAYMENT IN CASH	\$ 12,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance)	\$ -0-
(4) CONTRACT PRICE (Time Balance)	\$ 120,345.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 521 Brightview Drive Millersville, MD 21108

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred twenty thousand three hundred forty five and 00/100 Dollars (\$ 120,345.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 15th day of May, 19 88, and continuing on the same date each month thereafter until paid, the first * installments each being in the amount of \$ * and the final installment being in the amount of \$ -0-

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: March 31, 19 88

Accepted Washington Freightliner, Inc. (SEAL)

Richard Craig Wertz (SEAL)

By: [Signature]

By: Richard Craig Wertz (SEAL)

[Signature]

Co-Buyer-Maker: Richard C. Wertz (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) repossess the collateral, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (1) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C. A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each such provision shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment of any due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date _____, 19____ (Witness) _____ (Signature: Title of Officer, "Partner" or "Proprietor")
 _____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller

FOR OFFICE USE ONLY PAGE 525 PAGE 257	Debtor's Name (Last, First, Middle Initial) Klug's Exxon, Inc. 303 Mountain Road Pasadena, MD 21122	Mortgage No. (if any)
	Lender's Name (Last, First, Middle Initial) Capital Savings Bank, F.S.B. 421 N. Charles Street Baltimore, MD 21201	FOR OFFICE USE ONLY 272364
	Assignor's Name (Last, First, Middle Initial) _____	

This financing statement covers the following type(s) of collateral property:

1 car lift Serial# YA 7001

RECORD FEE 13.00
 POSTAGE ^{CR} .30
 H059030 DTTE R04 T14126
 04/08/88

When collateral is tangible or fixtures, complete this portion of form:
 a. Description of real estate (sufficient to identify the property):

b. Name and complete address of record owner:

a. Proceeds of Collateral are also covered. b. Products or Collateral are also covered. No. of additional sheets presented: ()

Filed with Registrar of Deeds and Mortgages of _____ County. Secretary of State

Filed with the County Clerk of _____ County.

John G. Klug, Jr. John G. Klug, Jr.
Richard D. Hopf, Jr. Richard D. Hopf, Jr.

Patricia S. Manuel Patricia S. Manuel
 Ass't. V.P.

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.
 STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM 100-1 (Rev. 7/81)

REGISTERED FIRM
Registre, Inc.
 425 N. CHARLES ST.
 BALTIMORE, MD 21201
 (410) 671-2844

FINANCING STATEMENT

- 1 To be recorded among the Financing Statement Records of Anne Arundel County
- 2 To be recorded in the Land Records of _____
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

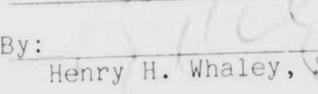
5 Debtor(s)	NAME	No.	Street	CITY	State
	Triple A Motors, Inc.	2710	Mountain Road	Pasadena	Maryland 21122
	Triple A Motors, Inc.	109	Lakeside Drive	Annapolis	Maryland 21403
	Henry H. Whaley	2651	Ogleton Road	Annapolis	Maryland 21403
		1102	Crain Highway SW	Aquahart	Glen Burnie, Maryland 21061

6 Secured Party: COLUMBIA NATIONAL BANK
 555 13th Street, N.W.
 Washington, D.C. 20004
 Attention: Sharon Johnson Administrative Assistant
Type name & title

RECORD FEE \$13.00
 POSTAGE .50
 1055120 7177-014 115408
 14/05/08

- 7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
 - A Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
 - B Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - C General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - D Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - E All Equipment, Furniture and Fixtures. All of the equipment, furniture and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - F Specific Equipment, Furniture and Fixtures. All of the equipment, furniture and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
- 8 Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.
- 9 All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Secured Party: COLUMBIA NATIONAL BANK
 By: 
 Type Name: Edward M. Tilghman
 Title: President

Debtor(s) or Assignor(s): Triple A Motors, Inc.
 By: 
 Henry H. Whaley, Secretary

Type or Print Name and Title of Each Signature

Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

1350

525 259

THIS SCHEDULE A is attached to and made a part of a Financing Statement by and between Columbia National Bank, a national banking association and Triple A Motors, Inc.

Collateral Description Continued

MOTOR VEHICLES. Each of the Obligor's motor vehicles described below and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, and (ii) all cash and non-cash proceeds thereof.

Vehicle I.D.#:WBAAE6403H1708104 Maryland Certificate of Title
Year: 1987 BMW for a Vehicle
Body Style: 4S
Title #: 14869487
Model: 325 A

Vehicle I.D.#:1G1YY318H5101901 Maryland Certificate of Title
Year: 1987 CHEVY for a Vehicle
Body Style:CN
Title #: 14865356

Vehicle I.D.#WBAAX7400E8710793 Texas Certificate of Title to a
Year:1984 BMW Motor Vehicle
Title #:16248622, Body Style: ZDR

DEBTOR:

TRIPLE A MOTORS, INC.

BY:

Henry H. Whitley, Secretary

272366

5:25 PAGE 260

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Skinker, John F. & Jill B. 923 Kings Landing Rd Annapolis MD 21403	2. Secured Party(ies) and address(es) Riggs National Bank of Washington DC 1120 Vermont Ave NW Washington DC 20005	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) OFFICER FEE 12.00 POSTAGE -3 RECORDING FEE 75.00 FORM 34 18.00 5. Assignee(s) of Secured Party and Address(es)
4. This financing statement covers the following types (or items) of property: 1985 Tartan 28, 28', HIN# TNR280431483 Official # 684958 13 hp Yanmar diesel #12205		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: John F. Skinker
Signature(s) of Debtor(s) SKINKER

By: J. A. Moulton
Signature(s) of Secured Party(ies) J. A. MOULTON
Vice President

(1) Filing Officer Copy - Alphabetical

7250 STANDARD FORM - FORM UCC-1.

FORM 525 PRICE 261 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 272367

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name American Capital Mortgage
Address 8667 Ft. Smallwood Road Pasadena, MD 21122

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION
Address The Beaumont Building, P.O. Box 9104
Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Novell Network System w/Novell 286A File Server
40mb Hard Disk
1) mb Memory
2) Work Station
3) Network Interface Module
2) LQ Narrow Carriage 24 Pin Dot Matrix Printer
Novell Netware

Name and address of Vendor
Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 9-12.123(a)

"Equipment Lease - does not create a security interest."

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

American Capital Mortgage

X Margaret Dougherty Pres.
(Signature of Debtor) Lessee

X Margaret Dougherty
Type or Print Above Name on Above Line

(Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

Colleen Campbell
(Signature of Secured Party) Lessor

Type or Print Above Signature on Above Line

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

525 PAGE 262

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 251507 recorded in Liber 472 Folio 118 on April 2, 1984 (date)

1. DEBTOR(S)
 Name(s) Glenn F. Robbins, M.D., P.A.
 Address(es) 1404 Crain Highway
Glen Burnie, Maryland 21061

2. SECURED PARTY
 Name Equitable Bank, National Association
 Address 100 S. Charles Street
Baltimore, Maryland 21201
 Attn: Commercial Note Dept.
 Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby
 (Check only one Box)

3. CONTINUATION The original Financing Statement referred to above is still effective.

4. TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

SECURED PARTY:

EQUITABLE BANK, National Association

By Robert Scrivener
Corporate Banking Officer
(Type Name and Title)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST 3rd FL
BALTIMORE, MARYLAND 21201

10.50

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

525 (REV. 2-63)

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 225077 recorded in Liber 402, Folio 322 on May 15, 1979 (date)

1 DEBTOR(S)
 Name(s) Dr. Glenn F. Robbins
Andrea Robbins
 Address(es) 1404 Crain Highway South Suite 300
Glen Burnie, Maryland 21061

2 SECURED PARTY
 Name Equitable Trust Company
 Address 100 East Pratt Street
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above
Equitable Bank, N.A.
100 S. Charles St. 050603
Baltimore, MD 21201
Attn: S. O'Connell

Check mark below indicates the type and kind of Statement made hereby
 (Check only one Box)

3 CONTINUATION The original Financing Statement referred to above is still effective

4 TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6 AMENDMENT The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required)

7 RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

SECURED PARTY:
EQUITABLE BANK, National Association
By [Signature]
Robert Scrivener
Corporate Banking Officer
(Type Name and Title)

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

10.50

1050

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 480 Page No. 155
Identification No. 258244 Dated August 30, 1983

1. Debtor(s) Joseph J. and Pamela L. Althouse
Name or Names—Print or Type
628 Cedarwood Lane, Crownsville, MD 21032 (J. A. Co.)
Address—Street No. City—County State Zip Code

MAIL TO: 2. Secured Party Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No. City—County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: Termination. Includes checkboxes and descriptive text for each option.

RECORD FEE 13.00
STAMP .30
RECEIVED UNIT 103 11511
6/17/83



Dated: MAR. 29 1983
Sears, Roebuck and Company
Name of Secured Party
Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1330

4/1/83
158

525 265

272368

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) <i>Custom Exterior Design 491 College Parkway Pawcat, MD 21012</i>	2. Secured Party(ies) and Address(es) <i>Ford Motor Credit Company P. O. Box 637 Mechanicsville, VA 23111</i>
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

*Ransom Robert M362EP
SP 02159*

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Custom Exterior Design

By: *[Signature]*
(SIGNATURE OF DEBTOR)

Ford Motor Credit Company
(NAME OF SECURED PARTY)

Mark Childs, Pres.
(SIGNATURE OF DEBTOR)

By: *[Signature]* Agent

11

STATE OF MARYLAND

525 266

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 257856

RECORDED IN LIBER 488 FOLIO 142 ON 8/6/85 (DATE)

1. DEBTOR

Name Jacal's Future, Inc. t/a One Hour Martinizing

Address 2649 E. Old Annapolis Road, Hanover, MD 21706

2. SECURED PARTY

Name Allied Lending Corporation

Address 1625 Eye Street, N.W., Suite 603, Washington, D.C. 20006

Person And Address To Whom Statement Is To Be Returned If Different From Above.

J. M. Genn, Esquire, 100 S. Charles St., Baltimore, MD 21201

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

10.00
POSTAGE .50
RECEIVED CITY OF BALTIMORE
04/08/85

1050

Dated 2/11/88

ALLIED LENDING CORPORATION

By: David Parker (Signature of Secured Party)

David P. Parker Type or Print Above Name on Above Line

STATE OF MARYLAND

REG. 525 PAGE 267

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264326

RECORDED IN LIBER 504 FOLIO 307 ON 10-24-86 (DATE)

1. DEBTOR

Name Jacal's Future, Inc. t/a One Hour Martinizing

Address 2649 E. Old Annapolis Road, Hanover, Maryland 21706

2. SECURED PARTY

Name Allied Lending Corporation

Address 1625 Eye Street, N.W., Suite 603, Washington, DC 20006

Person And Address To Whom Statement Is To Be Returned If Different From Above.

J.M. Genn, Esquire, 100 South Charles St., Baltimore, MD 21201

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECORD FEE 1.00
RECORD FEE 9.00
MESSAGE .30
BUSINESS UNIT 104 11314
08/08/10

Dated 11/1/88

ALLIED LENDING CORPORATION
By: David P. Parker
(Signature of Secured Party)

David P. Parker

Type or Print Above Name on Above Line

STATE OF MARYLAND

800 525 PAGE 268

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259823

RECORDED IN LIBER 493 FOLIO 234 ON January 3, 1986 (DATE)

1. DEBTOR

Name GREENE, Kenneth C. & Carolyn J.

Address Rt. 5, Box 382A, Mechanicsville, MD 20659

2. SECURED PARTY

Name Horizon Financial, F.A.

Address 1100 Masons Mill Business Park, 1800 Byberry Road
Huntingdon Valley, PA 19006

RECORD FEE 10.00
POSTAGE .50
4166278 (7/77) PA 11/1/82
11/18/85

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Dated March 25, 1988

Karen L. Kannengieszer
(Signature of Secured Party)

Karen L. Kannengieszer, A.V.P.
Type or Print Above Name on Above Line

9533 AA

1050

525 269

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272369

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jacobs, David L. T/A JB Machine Co.

Address 11 Jakes Lane Pasadena, MD 21122

2. SECURED PARTY

Name W.C. Burroughs & Associates, Inc.

Address 7146 Montevideo Road Jessup, MD 20794

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David L. Jacobs T/A JB Machine Co.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line
ADMIN. V.P.

1850

CONDITIONAL SALE CONTRACT NOTE

TO: H.C. Burroughs & Associates, Inc. FROM: David L. Jacobs T/A JB Machine Co.
7145 Montevideo Road Jessup, MD 20794 11 James Lane Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Itemized list of terms including Cash Sale Price, Down Payment, Unpaid Balance, Insurance, and Finance Charge.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 11 James Lane Pasadena Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee hereinafter collectively called "Holder" hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Nine thousand four hundred eighty and 00/100 Dollars (\$ 9,480.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 4th day of May 1988 and continuing on the same date each month thereafter until paid the first 23 installments each being in the amount of \$ 395.00 and the final installment being in the amount of \$ 395.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees that Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, not permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney in fact to make claims for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment, endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or to which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: March 31, 1988 BUYER(S)-MAKER(S):

Accepted: H.C. Burroughs & Associates, Inc. (SEAL) David L. Jacobs T/A JB Machine Co. (SEAL)

By: [Signature] By: [Signature]

(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer Maker Here)

This instrument prepared by

*and to redeem the property if repessed for certain and require under certain conditions a resale of the property if repessed.

525 PAGE 272

ASSIGNMENT

FOR VALUE RECEIVED we hereby sell, assign and transfer (Credit Alliance Corporation and its Lending Service Corporation to which hereinafter CREDIT) to successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty (hereinafter set forth) the attached conditional sale contract and/or lease and/or charter, mortgage (herein called "contract") dated March 31, 1988

between W.C. Burroughs & Associates, Inc. as Seller Lessor Mortgagee and David L. Jacobs T/A JB Machine Co. 11 Jake Lane Pasadena, MD 21122 as Buyer Lessee Mortgagee (herein called "Obligor") together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property") and all notes, contracts of guaranty or notes, and collateral of any kind of nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title therein and to the Property and good right to sell, lease and purchase the same. It is our obligation arising out of a bona fide installment sale or lease or mortgage of the Property by Obligor in the ordinary course of business. It contains or does not contain the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage. No representations, warranties or inducements not contained in the contract have been made or given. It serves as a valid, true and clear title mortgage or first security interest and is first lien upon the Property. The Property is free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed. All data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract. It is and will be enforceable against all parties thereto in accordance with its terms. We have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and real estate mortgages. It has been properly and timely filed or recorded. The Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unreturned installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and is first lien on the Property and we subordinate to CREDIT all liens and encumbrances (statutory and otherwise) which we may acquire and/or assert against the Property that CREDIT may in its own name enforce any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable in the purchase of paper (as defined hereinafter) incorporated herein by reference and amended repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance, receipt, possession for payment, demand, notice of protest and dishonor, notice of default or non-payment and notice of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 9,480.00 31st day of March 19 88
IN WITNESS WHEREOF we have hereunto set our hand and seal this

W.C. Burroughs & Associates, Inc.
as Seller Lessor Mortgagee

By [Signature]

If corporation print or type exact corporate name, date and bonded office type, state, county and attach corporate seal. If partnership print or type exact firm name and have one or more partners sign.

272370

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated MARCH 23, 1988, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TIDEWATER RENTAL CENTER
Address 166 PENROD COURT, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name INGERSOLL-RAND COMPANY
Address 200 CHESTNUT RIDGE ROAD
WOODCLIFF LAKE, NJ 07675

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All present and future inventory, including new, used and received as trade-ins consisting of machinery, equipment, parts and tools, sold, supplied, distributed, or manufactured by

Name and address of Assignee

secured party bearing the secured party's name, trade name, or trademark and all attachments and accessories and all proceeds of the foregoing, including, but not limited to accounts contract rights, chattel paper, general intangibles, instruments, documents of title arising out of sales, lease or other disposition of the foregoing collateral, on which there is a balance owing to Ingersoll-Rand.

RECORD FEE 1.40
POSTAGE GK .50
REGISTERED COPY 115.00
04/08/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Products of collateral are also covered)
 (Products of collateral are also covered)

Not Subject to Recordation Tax.

Michael Paul Pica
(Signature of Debtor)

Michael Zukovick Jr
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Susan D. Miller
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1149037

115

525 10271

272371

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 1. Maturity date (if any):

1. Debtor(s) (Last Name First and address(es))
S. Edward Ferrell Jr
900 Helen Drive
Mullersville MD 21103

2. Secured Party(ies) and address(es)
JORDAN LUTTS MUSIC
9500 BARTIMORE BL
CHESDOW PARK MD 20722

File Filing Office (Date, Time, Number),
and Filing Office
FILING FEE 2.00
SEARCH FEE 2.00
TOTAL 4.00

4. This financing statement covers the following types for items of property:
Kawai Grand Piano Model G560
Serial # 1754292
THIS FINANCING STATEMENT
IS NOT SUBJECT TO THE RECAPTURE OF
TAXES. THIS FINANCIAL STATEMENT SECURES
A/M INSTALLMENT PURCHASE OR CREDIT/SALES
PURCHASE.

5. Assignment of Secured Party and Address(es)
CHRYSLER FIRST FINANCIAL
10500 FOUR LANE CIR #250
FAIRFAX VA 22035

This statement is filed without the Debtor's signature to perfect a security interest in collateral. (Check if so.)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered; Proceeds of Collateral are also covered; Proceeds of Collateral are also covered. No. of additional sheets described

Filed with:
X Lee Ferrell LEO FERRELL CHRYSLER FIRST FINANCIAL SERVICES
S. EDWARD FERRELL JR. CORPORATION OF VIRGINIA
By Edward Ferrell Jr. By Lee Ferrell
Signatures of Debtor(s) Signatures of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM FORM UCC 1.
1202

525 PAGE 275

278270

This FINANCIAL STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Secured Parties: _____

1. Debtor's Full Name (Full and Addressed): KEVIN LEE GARMAN, 153 KONRAD MORGAN WAY, LOTHIAN, MD 20711

2. Secured Party's Name and Address: ACCENT MOBILE HOMES, 7401 MOORE ROAD, BRANDYWINE, MD 20613

3. The Debtor is a transmitting entity.

4. The Filing Office (State, Town, No. Filing Office): PUSBERG-EST 10011892

CK

5. The financing statement covers the following type or types of property:

1978 70 x 14 ZIMMER Rooms 7014ZZP17275

To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.

6. Address of Secured Party and Address(es): Crescent Financial, Inc., 1623 Forest Drive, Suite 201, Annapolis, MD 21401

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The interest to be filed in mineral or the like (including oil and gas) is in:
 Record in Real Estate in Item 8-1.

8. Describe Real Estate Here: _____

This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner: _____

No. & Street _____ Town or City _____ County _____ Section _____ Block _____ Lot _____

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity of corporate structure of the Debtor, or
- in the state in which the filing has taken place, or
- already subject to a security interest in another jurisdiction, or
- when the Collateral was brought into the State, or when the Debtor's location was changed to the State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:

- Consignor(s) and Consignor(s), or
- Lessor(s) and Lessor(s).

KEVIN LEE GARMAN
 Signature of Debtor(s)

Crescent Financial, Inc.
 Gladys L Brown
 Signature of Secured Party(ies)
 (Required only if Item 10 is checked)

111 Filing Office Copy Numerical 1750

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

525 276
PRINT OR TYPE ALL INFORMATION

272373

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed _____

Lambert, Louis A. D/B/A
Lambert Paving Co.
1045 Dorsey Road
Glen Burnie, MD 21061

CROSS INDEXING REQUESTED

Check the box indicating the kind of statement. Check only one box _____

- ORIGINAL FINANCING STATEMENT
 CONTINUATION - ORIGINAL STILL EFFECTIVE
 AMENDMENT
 ASSIGNMENT
 PARTIAL RELEASE OF COLLATERAL
 TERMINATION

Name & address of Secured Party

Baldwin Service Center
41 Defense Highway
Annapolis, MD 21041

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive, Suite 420
Richmond, VA 23229

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One JCB Model 1400B Loader Backhoe S/N 330865
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS,
REPAIRS, ADDITIONS, AND ALL PROCEEDS THEREOF

EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Louis A. Lambert D/B/A Lambert Paving Co.

Signature of Debtor if applicable (Date)

[Signature]

Baldwin Service Center

Signature of Secured Party if applicable (Date) 3/30/88

[Signature]

12/80

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 11,575.15

FINANCING STATEMENT

1. Debtor(s):

F. Scott Jay and Company, Inc.
Name or Names--Print or Type

Route 3 South, Millersville, Anne Arundel Co., Maryland 21108
Address--Street No. City-County State Zip Code

Name or Names--Print or Type

Address--Street No. City-County State Zip Code

2. Secured Party:

Mercantile Safe-Deposit & Trust Company
Name or Names--Print or Type

2 Hopkins Plaza, Baltimore, Baltimore Co., Maryland 21201
Address--Street No. City-County State Zip Code

3. This Financing Statement covers the following types of property (describe):
(Attach list if necessary.)

One - Hyster Forklift Model H35XL
#C001B05894H

4. If collateral is crops, describe real estate.

5. Proceeds of collateral are are not covered.

6. Products of collateral are are not covered.

Debtor(s):

Secured Party:

CK

(Signature of Debtor)

F. Scott Jay and Company, Inc.
Type or Print

F. Scott Jay
(Signature of Debtor)

F. S. COTT JAY
Type or Print

Mercantile Safe Deposit & Trust Co.
(Company, if applicable)

David R Bowen AVP
(Signature of Secured Party)

DAVID R BOWEN ASST VICE PRESIDENT
Type or Print (Include title if Company)

To the Filing Officer: After this statement has been recorded, please mail same to:

Name and Address David R. Bowen
Mercantile Safe Deposit & Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21201

11-84-20

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 24,381.95

FINANCING STATEMENT

1. Debtor(s):

F. Scott Jay and Company, Inc.
Name or Names--Print or Type

Route 3 South, Millersville, Anne Arundel Co., Maryland 21108
Address--Street No. City-County State Zip Code

Name or Names--Print or Type

Address--Street No. City-County State Zip Code

2. Secured Party:

Mercantile Safe Deposit & Trust Company
Name or Names--Print or Type

2 Hopkins Plaza, Baltimore, Baltimore Co., Maryland 21201
Address--Street No. City-County State Zip Code

3. This Financing Statement covers the following types of property (describe):
(Attach list if necessary.)

One-Hyster Forklift, Model H80XL
#F005A05086H

RECORD FEE 11.00
PROPERTY TAX 171.00
LITIGATION .50
PROPERTY CITY TAX 1.00
TOTAL 183.50

4. If collateral is crops, describe real estate.

5. Proceeds of collateral are are not covered.

6. Products of collateral are are not covered.

Debtor(s):

Secured Party:

(Signature of Debtor)

F. Scott Jay and Company, Inc.
Type or Print

[Signature]
(Signature of Debtor)

F. Scott Jay
Type or Print

Mercantile Safe Deposit & Trust Company
(Company, if applicable)

[Signature]
(Signature of Secured Party)

DAVID R BOWEN Asst Vice President
Type or Print (Include title if Company)

To the Filing Officer: After this statement has been recorded, please mail same to:

Name and Address David R. Bowen
Mercantile Safe Deposit & Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21201

11
17450

272376

525 279

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. (3. Maturity date (if any))
1. Debtor(s) (Last Name, First) and address(es) and Federal Tax E.I.N. 2. Secured Party(ies) and address(es) For Filing Officer (Date, Time, Number, and Filing Office)

Stiller Appliance, Inc.
703 Crain Hwy. S. E.
Glen Burnie, MD 21061

Maytag Financial Services Corp.
403 W. 4th St. N.
Newton, IA 50208

4. This financing statement covers the following types (or items) of property:
All inventory of the Debtor now owned or hereafter acquired with any present or future advances made or obligations incurred by Maytag Financial Services Corp. ("MFSC"), from time to time in MFSC's sole discretion, including but not limited to: goods and merchandise bearing the trademarks and/or service marks ADMIRAL, CHILL-CHEST, CROSLEY, DIXIE, DIXIE-NARCO, GAFFERS & SATTLER, HARDWICK, JENN-AIR, MAGIC CHEF, MAGIC CHEF AIR, MAYTAG, NORGE, and/or WARWICK and any other products sold by Maytag Corporation, its divisions and/or subsidiaries and all additions, accessions, substitutions, replacements, increases thereto and proceeds thereof.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

StillStiller Appliance, Inc.

MAYTAG FINANCIAL SERVICES CORP.

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

WHITBREAD, LTD.
ANNAPOLIS, MD.

272377

FINANCING STATEMENT

Date: April 11, 1958

(X) Not Subject to Recordation Tax
(Secured party is the Seller)

NAME OF DEBTOR: C G Y SERVICES, LTD.
John W. and Margaret G. Yarrison

ADDRESS: 2805 Fennel Road
Edgewater, Md. 21037

NAME OF SECURED PARTY: WHITBREAD, LTD.

ADDRESS: P.O. BOX 3297
ANNAPOLIS, MD. 21403

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR
ITEMS) OF PROEPRTY:

The interest of the debtor in all improvements, alter-
ations, structures, buildings, building materials, fixtures,
equipments and tangible personal property of every kind and
nature whatsoever, now or hereafter located on or contained
in or upon or attached to (or intended to be located on or
contained in or upon or attached to) the premises or any
part thereof known as "THE EMPORIUM" Restaurant, located at
921 C and 921 D Chesapeake Avenue, Eastport Shopping Center,
Annapolis, Md. 21403 whether now owned or hereafter acquired
by the debtor or others including, but not necessarily
limited to:

- A) All leasehold improvements
- B) Furniture, fixtures, and equipment as shown in
Exhibit "A" attached hereto
- C) All accounts, accounts receivable, contract rights
and general intangibles.

DEBTOR:
C G Y SERVICES, LTD.

SECURED PARTY:
WHITBREAD, LTD.

By: John W. Yarrison
John W. Yarrison, President

By: Arthur Strissel, Jr.
Arthur Strissel, Jr., President

John W. Yarrison
John W. Yarrison

Margaret G. Yarrison
Margaret G. Yarrison

Interior - Kitchen, Office, Storage

Leasehold Improvements

- 1 Hobart D. W. System w/Booster
- 1 In-Sink Erator, Disposal
- 1 Vulcan Pot Stove
- 1 Vulcan Range, Grill, Oven
- 3 Ventilating & Make Up Air Hoods w/Lights & Fire Protection System
- 1 4 x 3 S/S Work Table
- 1 2 x 6 S/S Rolling Work Table
- 1 Hobart 1712R Auto Slicer w/Stand
- 1 3 x 5 S/S Shelf
- 1 3 Compartment S/S Pot Sink
- 1 8'0 Pot Rack w/S/S Shelf
- 1 10'0 x 1'0 S/S Shelf
- 1 2'0 x 4'0 S/S Shelf
- 1 3 Door Vulcan Reach In Refrigerator
- 1 2 Door Vulcan Reach In Freezer
- 1 Janitor Sink, Porcelain
- 1 4'0 x 4'0 Chalkboard
- 1 4'0 x 4'0 Bulletin Board
- 2 Hand Sinks
- 1 2'0 Leitner S/S Work Station
- 1 Wells, 2 Section Auto Fryer
- 1 Toastmaster Grill - 2'0
- 1 3'0 Magi Glow Char Broiler
- 1 5'0 S/S Equipment Stand
- 1 5'0 Sterling Refrig. Sand Unit
- 1 4'0 S/S Bread Cabinet
- 2 Vulcan-Hart Pizza Ovens - Brick Decks
- 1 S/S Rolling 5'0 Dough Table
- 1 Anets Dough Roller
- 1 7'0 S/S Pass Through Counter/Table W/Drawer
- 1 4'0 Aerohot Steam Table
- 1 Hobart 312 T Microwave
- 1 4'0 x 1'6 S/S Microwave Shelf
- 1 14'0 S/S Shelf
- 1 9'0 S/S Shelf
- 1 S/S Mop Rack
- 3 Towel, Mirrow Soap S/S Dispensers
- 1 60 Gal Rheem H.W. Heater
- 2 Always Can - Can Storage Racks
- 2 Wire Shelf - Dry Storage Shelf Units
- 1 7'0 S/S Leitner Refrig - Pizza Prep. Unit
- 2 Hatco Food Warmers

Furnishings, Fixtures, EquipmentExterior - Front of Premises

2'0 x 40'0 Lighted Sign	40 x 10 Wood Store Front Facade
20'0 Flagpole	Antique Ent. Door, Etched Glass
Hanging, Lighted Canopy Sign	Panel, Hdwe
Painted Signage	Wood Planter w/wrought iron rail

- Rear of Premises

12'0 x 8'0 Bally Walk-In Refrigerator (interior access only) with wire shelving on Concrete, Structural Steel Platform)

Interior - Front, Public Areas, Dining Rooms

Leasehold improvements; partitions, fireplace, carpet
 12'0 Antique Hall Mirror
 12 Chandeliers
 8 Wall Light Fixtures
 14 Recessed Fixtures
 35'0 Track Lighting
 6 2'0 x 4'0 Fluorescent Fixtures (4 Tube)
 43 Dining Room Tables
 67 Brentwood Chairs
 48 Oak (Booth Bench) Seats
 5 Leaded, Beveled Glass Panels
 2 Antique (2 x 6) Stained Glass Windows
 6 Stained, Leaded Glass Panels, Antique (rear lighted)
 1 Stained, Leaded Glass Panel - Roses (rear lighted)
 1 3M Sound System, 3 Zones, 8 Speakers, Paging Mic.
 1 Gas Fired Fogs, Fireplace Screen, Shield
 2 Systems, HVAC - Gas Heat Elec A/C - Thermostat/Timer
 27 Wall Decor, Signage, Artworks
 2 Hand Sinks
 1 Bunn (5 Pot) Coffee Maker
 1 Cornelius 4 Port Beverage Dispenser System
 1 Scotsmen Ice Maker
 1 3 Keg S/S Perlick Beer Dispenser System w/Top Reach-in Section
 1 3-Wine Ellis Refrigerated Wine Dispenser
 1 McCann 5 Port Beverage Dispenser System w/Ice Bin-S/S
 1 3-Compartment Bar Sink Unit
 2 Perlick Mug Frosters
 1 Sanyo ECR 690 (preset) Cash Register
 1 3-Keg Beverage Air-Beer Dispenser System
 1 Leitner Wall mount Refrig. Reach-in, Glass Doors
 1 Ice Cream Freezer Box
 1 Ice Cream Scoop Dipper Rinser
 Men/Women Room Accessories and Fixtures
 Emergency Lighting System - Exit Lights

FINANCING STATEMENT

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

Check below if goods are or are to become fixtures

TO BE RECORDED IN LAND RECORDS

This Financing Statement dated March 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) N/A

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	Zip
--	-----	--------	------	-------	-----

Sub-Air, Inc. T/A S.A.I. & Associates
216 Najoles Road
Millersville, MD 21108

Name of Secured Party or assignee	No.	Street	City	State	Zip
-----------------------------------	-----	--------	------	-------	-----

Dominion Bank of Maryland,
National Association 7220 Wisconsin Ave., Bethesda, MD 20814

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All Equipment, Fixtures, Accounts and Inventory for a more detailed description see attached schedule A.

(If affixed to realty - state value of each article)

CHECK LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty - state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) CHECK APPLICABLE BOX
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is _____

Debtor(s) or assignor(s)
Sub-Air, Inc. T/A S.A.I. & Associates

BY: Brian J. Schoonmaker Pres.

Brian J. Schoonmaker, President

(Type or print name under signature)

Secured Party or assignee
Dominion Bank of Maryland,
National Association (Seal)
(Corporate, Trade or Firm Name)

BY: Donald W. Mowbray

Donald W. Mowbray, A.V.P.

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

mail 10
RETURN TO:
SECURED PARTY, ATTN. ILD

DEBTOR:

Sub-Air, Inc. T/A
S.A.I. & Associates
216 Najoles Road
Millersville, MD 21108

SECURED PARTY:

Dominion Bank of Maryland,
National Association
7220 Wisconsin Ave., 4th Floor
Bethesda, MD 20814

SCHEDULE A to Financing Statement

All Equipment and Fixtures now owned or hereafter acquired by Debtor.

All Accounts, including accounts receivable of Debtor, now existing or hereafter arising including without limitation, all debts arising out of the sale by Debtor of goods and/or services in the form of an open Account, Promissory Note, Chattel Paper, Draft, Trade Acceptance, other Instruments for the payment of money or any other form.

All Inventory including, without limitation, all goods held for sale or lease or being processed for sale or lease in Debtor's business, as now or hereafter conducted including all materials, goods or work in process, finished goods or materials used or consumed in Debtor's business and any good returned for any reason to Debtor for credit.

FINANCING STATEMENT FORM 0001

Identifying File No. 272379

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard & Kathryn Miller
Address 1630 Crownsville Road - Crownsville, Md. 21032

2. SECURED PARTY

Name Suit & Wells Eq. Co., Inc.
Address 6300 Crain Highway - Upper Marlboro, Md. 20772

J.I. Case Credit Corp.-5790 Widewaters Parkway-Syracuse, New York 13214
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) New Case Model 580K
4 Wheel Drive Tractor Ldr./Hoe
Serial #JJG0008657

Name and address of Assignee

THIS IS A RETAIL INSTALLMENT CONTRACT

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

Richard L. Miller Sr.
(Signature of Debtor)

Richard L. Miller
Type or Print Above Name on Above Line

Kathryn G. Miller
(Signature of Debtor)

Kathryn Miller
Type or Print Above Signature on Above Line

Jay Weaver Johnson
(Signature of Secured Party)

Suit & Wells Equip Co, Inc
Type or Print Above Signature on Above Line

525 PHE 286

MARYLAND FINANCING STATEMENT

272380

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE ANNAPOLIS RAMADA INN, A LIMITED PARTNERSHIP
 173 Jennifer Road Annapolis, Maryland 21401 (Name or Names)
 (Address) CFSL 2568
 LESSEE _____
 (Name or Names)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association
 of LESSOR _____
 2001 E. Joppa Road (Name or Names) Baltimore, Maryland 21234
 (Address)

4. This financing Statement covers the following types (or items) of property:

Toshiba Facsimile Machine TF-211

RECORD FEE 2.00
 POSTAGE CK 3
 APPROX COST BY 1/22/82
 10/11/82

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
 Products of Collateral are also covered Yes () No (xx)

LESSEE
Annapolis Ramada Inn, A Limited Partnership
 By: Lester A. Shor
 (Title)
 (Type or print name of person signing)
 By: Lester A. Shor
 (Title)
 (Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 By: Robert J. Brown Vice President
 (Title)
 Robert J. Brown
 (Type or print name of person signing)

Return to:
 Mail to
 CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 8767 SATYR HILL ROAD
 BALTIMORE, MD 21234

10-20

MARYLAND FINANCING STATEMENT

272381

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Williams - Herford, Inc.
1713 Fernham Court (Name or Names) Crofton, Md. 21114
(Address)

LESSEE (Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Chesapeake Federal Savings and Loan Association
Of LESSOR (Name or Names)
2001 E. Joppa Road Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

One - Atlantic, Model HCPIC 300, High Pressure Washer

RECORD FEE
POSTAGE
RECORDING COST AND FEE

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Williams - Herford, Inc.
By: Kurt L. Williams (Title) President
(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly (Title) Manager
(Type or print name of person signing)

Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Handwritten initials/signature

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 Personnel Development Corporation 47 West St.
 Annapolis, Md 21401

6. Secured Party _____ Address _____
 Equitable Bank National Association 100 S. Charles St.
 Attention Debra Grimmer Documentation Asst. Baltimore, Md 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors Personnel Development Corporation
 BY: *Robert B. Sprague, President* (Seal) _____ (Seal)
 Robert B. Sprague, President _____ (Seal) _____ (Seal)

Mr. Clerk Please return to the Equitable Bank National Association to the officer and at the address set forth in paragraph 6 above.

11.30

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es)</p> <p>Geotect Industries, Inc. 805 "B" Barkwood Court Linthicum Heights, MD 21090</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Gloria Bolton</u></p> <hr/> <p>Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever.

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations, all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E Other

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is \$ 125,000

DEBTOR: Geotect Industries, Inc.
805 "B" Barkwood Ct.
Linthicum Heights, MD 21090

SECURED PARTY:
SIGNET BANK/MARYLAND

James W. Benesh & Carroll W. Georgius By: Steven M. Wienecke
(Type Name)

By: James W. Benesh Steven M. Wienecke
(Type Name)

By: Carroll W. Georgius March 17, 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

272384

500 525 PAGE 200

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

(1) Debtor(s) (Last Name, First and Address)
Reliable Contracting Co., Inc.
1 Churchview Drive
Millersville, MD 21108
M-32530

(2) Secured Party(ies) (Name and Address)
ALBAN TRACTOR CO. INC.
P. O. BOX 5585
BALTIMORE, MD 21223

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered.
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s), in section (5).

(4) Assignee(s) of Secured Party(ies) (Name and Address)

RECORD FEE \$1.00
UNRECORDED BY FILING OFFICER
MAY 11 1988

For Filing Officer

(5) This Financing Statement Covers the Following types (or items) of property:

One (1) Used Caterpillar Model #815B Dirt Compact- S/N 172407

NOT SUBJECT TO REGISTRATION TAX
M-BUTTLE

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Reliable Contracting Co., Inc.
(By) *John T. Bladwin* John T. Bladwin, Equip. Sperint.
Standard Form Approved by N.C. Sec. of State and other states shown above.

Alban Tractor Co., Inc. Secured Party(ies) (or Assignees)

(By) *[Signature]*
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See G.S. 25-9-402 (2)

UCC-1

272385

525 PAGE 291

The **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and addresses:

Kitchen Drug, Inc.
t/a Cape Drugs
1072 Cape St. Clair Road
Annapolis, Maryland 21401

2 Secured Party(ies) and addresses:

District Wholesale Drug Corp.
7721 Polk Street
Landover, Maryland 20785

3 Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office):

RECORD FEE 14.00

POSTAGE CK .00

TOTAL FEE \$14.00

4 This financing statement covers the following type(s) of property:

Not subject to Recordation Tax.

"All of debtors equipment and fixtures, inventory, accounts and accounts receivable, contract rights and chattel paper and general tangibles, now in existence or hereafter acquired arising as more specifically set forth on exhibit "A" attached hereto and made a part hereof."

5 Assignee(s) of Secured Party and Address(es):

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state

which is proceeds of the original collateral described above in which a security interest was perfected

Filed with

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

By _____
Signature(s) of Debtor(s)

Title

By [Signature]
Signature(s) of Secured Party(ies)

Title

STANDARD FORM FORM UCC-1.

525 292

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated 3-24-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kitchen Drug Inc. t/a Cape Drugs
Address 1072 Cape St. Clair Road Annapolis, Maryland 21401

2. SECURED PARTY

Name District Wholesale Drug Corporation
Address 7721 Polk Street
Landover, Maryland 20785

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Not subject to Recordation Tax.

"All of debtors equipment and fixtures, inventory, accounts and accounts receivable, contract rights and chattel paper and general tangibles, now in existence or hereafter acquired arising as more specifically set forth on exhibit A" attached hereto and made a part hereof."

CHECK THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Bennie G. Owens
(Signature of Debtor)

Bennie G. Owens, President
Type or Print Above Signature on Above Line

Ruth M. Owens
(Signature of Debtor)

Ruth M. Owens, Secretary
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Name on Above Line

10.50

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor: Kitchen Drug Inc.
t/a Cape Drugs
1072 Cape St. Clair Road
Annapolis, Maryland 21401

Secured Party: District Wholesale Drug
Corporation
7721 Polk Street
Landover, Maryland 20785

This Financing Statement covers the following types or items of property:

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 2,700.00

FINANCING STATEMENT

1. Debtor(s):

A/C Joint Venture, Inc.
 Name or Names—Print or Type

2411 Crofton Lane #16, Route 3, Crofton, MD 21114
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Hartman and Crain
 Name or Names—Print or Type

2660 Riva Road, 4th Floor, Annapolis, MD 21401
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

19 Jarvis Telephones Model No. E2-1
1 Control Unit 96 Cabinet/Power Supply

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

RECORD FEE 11.00
POSTAGE CK 1.50
MAY 1980 0901 114723
04/11/89

DEBTOR: A/C Joint Venture, Inc.

SECURED PARTY:

By: *William Arnold*
(Signature of Debtor)

By: William Arnold - PROSIPORN
Type or Print

WA
(Signature of Debtor)

Type or Print

Hartman and Crain
(Company, if applicable)

By: *S. Kennon Scott*
(Signature of Secured Party)

S. Kennon Scott, Partner
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address S. Kennon Scott, Hartman and Crain
2660 Riva Road, 4th Floor, Annapolis, MD 21401

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272387

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated March 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Towne Art Corporation
Address 1007 Landon Lane Arnold, Maryland 21012

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00
POSTAGE CA .50
MAY 12 1988

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- X (Proceeds of collateral are also covered)
X (Products of collateral are also covered)

TOWNE ART CORPORATION

By: Cynthia E. McBride (Signature of Debtor)

Cynthia E. McBride - President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

By: John J. Feldman III (Signature of Secured Party)

John J. Feldman III - Vice President

Type or Print Above Signature on Above Line

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Maturity date (if any): _____

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	3. For Filing Officer (Date, Time, Number, and Filing Office)
IRVINE ERECTORS, INC. ROUTE 170 & DORSEY ROADS HARMONS, MD 21077	FARMERS NATIONAL BANK OF MARYLAND 5 CHURCH CIRCLE ANNAPOLIS, MD 21401	7 NOVEMBER 1985 LIBER 691, PAGE 310 ANNE ARUNDEL COUNTY CLERK OF THE COURT
_____	_____	_____
_____	_____	_____
_____	_____	_____

This statement refers to original Financing Statement No. 236128

Dated 7 NOVEMBER, 19 85

A. Continuation.

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release.

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

- B. INVENTORY AND SUPPLIES NOW OWNED OR HEREAFTER ACQUIRED BY DEBTOR, AND ALL PROCEEDS THEREAFTER
- C. ACCOUNTS RECEIVABLE NOW EXISTENT OR HEREAFTER CREATED BY DEBTOR, AND ALL PROCEEDS THEREOF.

C. Assignment.

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Other.

RECORD FEE 10.00
 POSTAGE .50
 8233200 1055 001 712144
 04/12/89

Farmers National Bank of Maryland

BY: Russell R Till
(Signature of Secured Party)
RUSSELL R TILL
VICE PRESIDENT

Dated: 7 APRIL, 19 88

10/10



BOOK 525 PAGE 297

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR(S) (Last Name First and ADDRESSSES)
ANT KOCH/ FIRST UNITED BENT. CO
1580 COMANCHE ROAD
ARNDL
237-28700 AR

2. SECURED PARTY(IES) and ADDRESSSES
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE
(If Any) 04 JAN 85
* UCC FILING OFFICER (State, Title and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 469-25-250273

Filed with ANNE ARUNDEL MD

Date Filed 05JY84

- 5. CONTINUATION The original financing statement between the foregoing Debtor and Secured Party bearing the number shown above is still effective.
- 6. TERMINATION Secured Party no longer claims a security interest under the financing statement bearing the number shown above.
- 7. ASSIGNMENT The Secured Party's right under the financing statement bearing the number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. AMENDMENT Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. RELEASE Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Number of Additional Sheets Presented

05APR88

By _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable)

By _____
Signature(s) of Secured Party(ies)

Manager, Processing
John Deere Company

STANDARD FORM - FORM UCC-3

FILING OFFICER COPY - ADMINISTRATION

CLERK OF CIRCUIT CRT
2 UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

POSTAGE
1-24-84 077 508 716 100
04/10/84

BOOK 525 PAGE 298

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
RAWLINGS
1437 STUBERT ROAD
ANNCLD
214441614 MD

2. SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE
1 AND 09 JAN 97
FOR FILING OFFICER (Date Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. BK 481 PG 182

Filed with ANNE ARUNDEL MD

Date Filed 04 JAN 95

- 5. CONTINUATION The original financing statement between the foregoing Debtor and Secured Party bearing file number shown above is still effective.
- 6. TERMINATION Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. ASSIGNMENT The Secured Party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
- 8. AMENDMENT Financing Statement bearing file number shown above is amended as set forth in item 10.
- 9. RELEASE Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
POSTAGE .50
STAMPED WITH FILE NUMBER
04/13/95

10.

Number of Additional Sheets Prescribed 05A PR 85

10. CLERK OF CIRCUIT CRT
UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

By _____
Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

By *[Signature]*
Signature(s) of Secured Parties
Manager, Processing
John Deere Company

STANDARD FORM - FORM UCC 3

FILING OFFICER CAPS - ALPHABETICAL

525 PAGE 299

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR(S) (Last Name First and ADDRESS):
BOLLINGER DALE E
502 SOUTHVIEW DR
RIVA MD 21150
210620128 AH

2. SECURED PARTY(S) and ADDRESS(S):
JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

3. MATURITY DATE
(If Any) 25 JUL 89
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 475-761-252851
Filed with ANNE ARUNDEL MD Date Filed 25 JUL 84

- 5. CONTINUATION. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. TERMINATION. Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. ASSIGNMENT. The Secured Party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
- 8. AMENDMENT. Financing Statement bearing file number shown above is amended as set forth in item 10.
- 9. RELEASE. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10.
Number of Additional Sheets Presented: 05/27/84

TO CLERK OF CIRCUIT CRT
W. UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

DEERE CREDIT SERVICES INC.

By:
Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

By: *[Signature]* Manager, Processing
John Deere Company

STATEMENTS U.

FILING OFFICER COPY - ADMINISTRATIVE

STANDARD FORM - FORM UCC-3

9L
25 JUL 84
RECEIVED FFF 10.00
POSTAGE .58
ANNAPOLIS, MD 21403

FINANCING STATEMENT FORM UCC-1 272392

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Computers To Go - Riva Road, Inc. dba Computers To Go - Annapolis
Address 2311 B Forest Dr., Annapolis, MD 21401

2. SECURED PARTY

Name WCI Financial Corp.
Address 852 Feehanville Drive, Mt. Prospect, IL 60056

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 12.00

4. This financing statement covers the following types (or items) of property: (list)

POSTAGE .50

All accounts generated by Computers To Go - Riva Road, Inc. dba Computers To Go - Annapolis that are "Accounts" or "Charge Accounts" as defined in that certain KAYPRO CARD CHARGE PLAN RETAIL ACCOUNTS MERCHANT AGREEMENT dated January 14, 1988 between WCI Financial Corp. and Computers To Go - Riva Road, Inc. dba Computers To Go - Annapolis, which are purchased by WCI Financial Corp. pursuant to said Agreement, including proceeds.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Computers To Go - Riva Road, Inc. dba Computers To Go - Annapolis

X Michael Schneyer, President
(Signature of Debtor)

Michael Schneyer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1 272393 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Computers To Go - Marley Station, Inc. dba Computers To Go - Severna
Address 8137 K Ritchie Hwy., Pasadena, MD 21122

2. SECURED PARTY

Name WCI Financial Corp.
Address 852 Feehanville Drive, Mt. Prospect, IL 60056

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All accounts generated by Computers To Go - Marley Station, Inc. dba Computers To Go - Severna that are "Accounts" or "Charge Accounts" as defined in that certain KAYPRO CARD CHARGE PLAN RETAIL ACCOUNTS MERCHANT AGREEMENT dated January 14, 1988 between WCI Financial Corp. and Computers To Go - Marley Station, Inc. dba Computers To Go - Severna, which are purchased by WCI Financial Corp. pursuant to said Agreement, including proceeds.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Computers To Go - Marley Station, Inc.
dba Computers To Go - Severna

X Michael Schneyer, President
(Signature of Debtor)

Michael Schneyer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

A- 27

2/3

STATE OF MARYLAND

525 PAGE 312

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271107

RECORDED IN LIBER 521 FOLIO 411 ON December 31, 1987 (DATE)

1. DEBTOR

Name Glenhollow Apartments of Glen Burnie, Limited Partnership
Address 2040 South Hamilton Road, Columbus, Ohio 43232

2. SECURED PARTY

Name Cardinal Industries Mortgage Company
Address 2255 Kimberly Parkway East
Columbus, OH 43232

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: Termination. Includes checkboxes and descriptive text for each option.

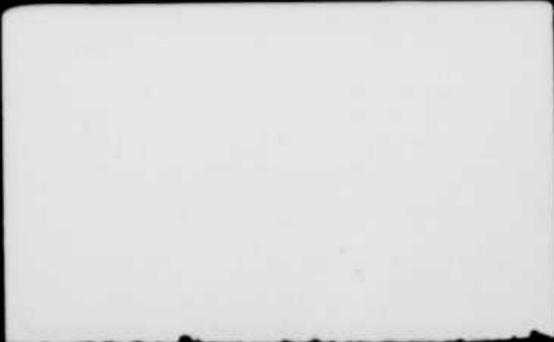
CARDINAL INDUSTRIES MORTGAGE COMPANY

Dated March 22, 1988

BY: [Signature] (Signature of Secured Party)

Leona M. Arsenault, Assistant Secretary
Type or Print Above Name on Above Line

Handwritten notes: 10.50, 24.50



Identifying File No. 272395

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording
non-tax indicate amount of taxable debt here \$

If this statement is to be recorded
in land records check here.

AND RECORDED IN
FINANCING RECORDS

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Glenhollow Apartments of Glen Burnie, Limited Partnership
Address 2040 South Hamilton Road, Columbus, Ohio 43232

2. SECURED PARTY

Name Cardinal Industries Mortgage Company
Address 2255 Kimberly Parkway East, Columbus, Ohio 43232

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) March 1, 1989

4. This financing statement covers the following types (or items) of property (list)

Name and address of Assessor

See Exhibit A attached hereto and incorporated
herein by this reference.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mail to Cardinal Industries Mortgage Co.

Glenhollow Apartments of Glen Burnie, Limited Partnership, By
Cardinal Industries, Inc., its Sole General Partner

By

Sandra L. Steed, Agent
(Signature of Debtor)
Type or Print Above Name on Above Line

Sandra L. Steed, Agent
(Signature of Debtor)

Type or Print Above Signature on Above Line

CARDINAL INDUSTRIES MORTGAGE COMPANY

By Bryan R. Portz
(Signature of Secured Party)

Bryan R. Portz, Vice President

Type or Print Above Signature on Above Line

23.0
24.5

EXHIBIT A

All personal property, tangible and intangible, now owned or hereafter acquired by Borrower including, but not limited to, all building materials, inventory, equipment, machinery, tools, supplies, furniture, furnishings, fixtures, stoves, ranges, refrigerators, dishwashers, clothes washers, clothes dryers, trees and plants, power systems, heating, cooling and ventilating systems, sewage and garbage disposal systems, radio, telephone, television and communication systems, electric, gas and water distribution systems, food service systems, fire prevention, alarm and security systems, laundry systems, computing and data processing systems and all hardware and software therefor, floor, wall and ceiling coverings, draperies, blinds and window treatments; and all rentals, revenues, payments, repayments, deposits, income, charges and monies derived from the use, lease, sublease rental or other disposition of said real estate and the proceeds from any insurance or condemnation award pertaining thereto; and all accounts, contract rights, general intangibles, income tax refunds, actions and rights in action, instruments and documents; and all permits, consents, approvals, licenses or authorizations of all governmental or regulatory authorities or of any persons, corporations, partnerships or other entities.

0099M

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER ⁴⁵⁷⁹ ~~525~~ FOLIO ⁸⁰⁴ ~~303~~ ON April 13, 1988 (DATE)

1. DEBTOR

Name Glenhollow Apartments of Glen Burnie, Limited Partnership
Address 2040 S. Hamilton Road, Columbus, OH 43232

2. SECURED PARTY

Name Cardinal Industries Mortgage Company
Address 2255 Kimberly Parkway East, Columbus, OH 43232

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) March 1, 1989

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>MERIDIAN BANK Commercial Real Estate Lending Division 5 Penn Center Plaza - 5th Floor Philadelphia, PA 19103</p>	

CARDINAL INDUSTRIES MORTGAGE COMPANY

Dated March 22, 1988

BY: Leona M. Arsenault
(Signature of Secured Party)
Leona M. Arsenault, Assistant Secretary
Type or Print Above Name on Above Line

2200 50

MARYLAND FINANCING STATEMENT

272395

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Oliver International Ltd., Inc. (Name or Names) 175 P Penrod Court, Glen Burnie, MD 21061 (Address) CPSL 2574

LESSEE (Name or Names) (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. 8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Chesapeake Federal Savings and Loan Association (Name or Names) 2001 E. Joppa Road Baltimore, Maryland 21234 (Address)

4. This financing Statement covers the following types (or items) of property:

1 - Ricoh FT3060 copier s/n 7671428524

RECORD FEE 11.00 POSTAGE CK .50 04/13/88

5. Proceeds of Collateral are covered hereunder: Yes (xx) No () Products of Collateral are also covered Yes () No (xx)

LESSEE

LESSOR

Oliver International Ltd., Inc.

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Anne B. Wenz MANAGING DIRECTOR (Title)

By: Brian G. Connelly Manager (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: Anne B. Wenz MANAGING DIRECTOR (Title)

Return to:

Anne B. Wenz (Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC. 8767 SATYR HILL ROAD BALTIMORE, MD 21234

1150

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/D)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Severn Graphics, Inc. (Name or Names) Glen Burnie, Maryland 21061
7590 Ritchie Highway S. E. (Address) PSB 734

LESSEE (Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Perpetual Savings Bank, F.S.B. (Name or Names)
250 W. Pratt Street Suite 950 Baltimore, Maryland 21201 (Address)

4. This financing Statement covers the following types (or items) of property:

1 - PS2000 (w/PDP 11/23 Standalone, Forox Pin Registration), 1 - 304 Photo Hardcopier

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
Severn Graphics, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: James T. Russell Controller/Treasurer By: Brian G. Connelly Manager
(Title) (Title)
(Type or print name of person signing) (Type or print name of person signing)
By: (Title) Return to:
(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1/150

STATE OF MARYLAND

FORM 302 PAGE 318

FINANCING STATEMENT FORM 302-1

Identifying File No. 372397

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 4/7/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BALDWIN SERVICE CENTER INC.
Address 41 DEFENSE HIGHWAY ANNAPOLIS MARYLAND 21401

2. SECURED PARTY

Name JAMES M PARKIN
Address 3752 BEACH DRIVE BLVD EDGEWATER, MARYLAND 21037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any).

4. This financing statement covers the following types (or items) of property: (list)

1 - NEW KUBOTA LAWN TRACTOR W/ 40" MOWER
MN# T-1400 SN# 12322

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400 - 813754

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)
JAMES M PARKIN
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
CORP SECY
BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

1150

IF CHECKED AT LEFT THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
and/or its Parent, Affiliates or Subsidiaries

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT

ADDRESS: DANIAN RD 20735
CITY & STATE

DEBTOR(S) (AND ADDRESSES): JEFFREY FLEMING		DATE OF THIS FINANCING STATEMENT 04-07-80	
DCC 11TH ENGINEER		ACCOUNT NO.	TAB
FT. MEADE MD	20735	04 1602042	1785

Filed with: AA CITY

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 11.00
RECORD TAX 24.50
POSTAGE .50
MOTOR VEHICLES 404 109400
04/13/80

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 3262.57

BY AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY)
BY JEFFREY FLEMING DEBTOR
BY [Signature] DEBTOR
ORIGINAL FILING OFFICER COPY

14
24.50
50

272399

5:25 PAGE 310

THIS FINANCING STATEMENT is described to a filing office for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name, First) and address(es) Marvin Lee Chaney 972 Shore Acres Drive Arnold, MD 21012	2 Secured Party(ies) and address(es) MCNEW & BOUCHAL 3119 SOLOMONS ISLAND RD EDGEWATER, MD, 21037	3 Maturity date (if any) 4 Fee Filing Officer (Date, Time, Number, and Filing Office): RECORD FEE 11.00 POSTAGE CK .50 4011450 0711 004 108123
4 This financing statement covers the following type(s) for item(s) of property: 972 Shore Acres Drive Arnold, MD 21012 CONDITIONAL SALES CONTRACT NOT SUBJECT TO TAX WATER CONDITIONER		5 Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FIN. SERV 30 E PADONIA RD SUITE 207 TIMONIUM, MD, 21093

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented

Filed with ANNE ARUNDEL CO COURT HOUSE

By Marvin L. Chaney
 Signature(s) of Debtor(s)

MCNEW & BOUCHAL, INC.
 By m. E. Norman
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1
 11/80

525 PAGE 311

1 Presented to a Filing Office for Recording Commercial Code Name First and Address(es) PATTISHALL, Evan G. Jr. PATTISHALL, Helen G. 34 High Meadow Lane State College, PA 16801	2 No. of Additional Sheets Presented Secured Party(ies) Name(s) and Address(es) Connecticut Savings Bank 47 Church Street New Haven, CT 06510	3 The Debtor is a transmitting utility 4 For Filing Office, Date, Type, No. Filing Office 471-359 Prothonotary of Centre County
--	--	---

5 This statement refers to original Financing Statement No. 84-257 filed (date) March 5, 1994

6 A Continuation The original Financing Statement bearing the above file number is still effective

B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number

C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following

D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below

E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

F This statement is to be indexed in the Real Estate Records

CLERK'S NOTATION
Document submitted for record
is a condition not permitting
satisfactory photographic repro-
duction.

By _____ Signature(s) of Debtor(s) (only on amendment)

By Elizabeth Taylor Signature(s) of Secured Party(ies)

(5) FILE COPY - SECURED PARTY

STATE OF MARYLAND

272100

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Chem Trans, Inc.

Address 50 West Harleigh Heights Road Severna Park, MD 21156

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road Baltimore, MD 21227

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement & Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chem Trans, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORD FEE 17.00

POSTAGE .50

04/13/88

04/13/88

CONDITIONAL SALE CONTRACT NOTE

525 PAGE 3 of 3

TO: Beltway International Trucks, Inc. FROM: Chem Trans, Inc.

1900 Sulphur Spring Road Baltimore, MD 21227 50 West Earleigh Heights Road Severna Park, MD 21146

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks)
One (1) 1988 International Harvester
Model B200 Tractor,
S/N 1UGJYGF3JH52093

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 103,076.00; (2) Less DOWN PAYMENT IN CASH \$ -0-; (3) Less DOWN PAYMENT IN GOODS (Trade in Allowance) \$ 5,000.00; (4) CONTRACT PRICE (Time Balance) \$ 98,076.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 50 West Earleigh Heights Road Severna Park, MD 21146

Record Owner of Real Estate

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee hereinafter collectively called "Holder" hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety eight thousand seven hundred and 00/100 ***** Dollars (\$ 98,076.00)

being the above indicated Contract Price hereinafter called the "time balance" in 60 successive monthly installments, commencing on the 7th day of May 1988, and continuing on the same date each month thereafter until paid, the first 50 installments each being in the amount of \$ 1,634.60 and the final installment being in the amount of \$ 1,634.60

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorney's fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause, whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney in fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S) MAKER(S):

Date: April 6, 1988

Accepted Beltway International Trucks, Inc. (SEAL)

Chem Trans, Inc. (SEAL)

By: [Signature]

By: Gary W. B... President

Co Buyer Maker: Gary W. B... (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co Buyer Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

The property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorney's fees and any and all other sums owing to Holder, all collectively called the "Balance," immediately due and payable, with unpaid Balance, shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) repossess the Balance, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (3) retain collateral and all payments made hereunder, or (4) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at or below the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (5) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (6) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently, and the exercise of one shall not fore the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer except in any jurisdiction where such action is not permitted by law for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appointment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more Financing Statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreement to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one fifth (1/5) of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission, to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York. Holder agrees to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereby agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS ENDORSERS SIGN HERE

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTEE AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF, PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(S)_____(Guarantor-Endorser) _____(S)_____(Guarantor-Endorser)
_____(S)_____(Guarantor-Endorser) _____(S)_____(Guarantor-Endorser)

ASSIGNMENT ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property") and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable hereunder, and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer thereon named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer in connection with enforcing its rights hereunder, including but not limited to attorney's fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment and endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York. Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract, and repossess and recall any property, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, demands and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements, and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not release Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for the assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess, and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date _____ 19_____(S)_____(Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
By _____(Signature, Title of Officer, "Partner" or "Proprietor") }

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Lending Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth,

the annexed conditional sale contract and/or lease and/or chattel mortgage (hereinafter called "contract") dated April 6, 1988

between _____ as Seller/Lessor/Mortgagee,

and _____ (Name)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable hereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract; We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; if contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract, and (2) the unpaid balance of the contract assigned

hereby is \$ _____ 6th day of April, 1988

IN WITNESS WHEREOF, we have hereunto set our hand and seal this _____ (Seal)

By _____ (Seller/Lessor/Mortgagee)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

PRINT OR TYPE ALL INFORMATION

525 PAGE 316

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO YES () NAME OF RECORD OWNER _____

272401

STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

James A. Sullivan
1758 Preston Road
Alexandria, Va. 22302

Check the box indicating the kind of statement
Check only one box

- ORIGINAL FINANCING STATEMENT
- () CONTINUATION-ORIGINAL STILL EFFECTIVE
- () AMENDMENT
- () ASSIGNMENT
- () PARTIAL RELEASE OF COLLATERAL
- () TERMINATION

Name & address of Secured Party

Signet Bank Virginia
1755 Jefferson Davis Hwy.
Arlington, Va. 22202

Name & address of Assignee

RECORD FEE 11.00
POSTAGE 05
POSTAGE OK 45

Date of maturity if less than five years

Check if proceeds of collateral are covered
(X)

Description of collateral covered by original financing statement

Checkmate V-Mate I #CHK0835M77F & Tractor # EZ Loader 71375C
Motor Mercury 115HP #5051927

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

X James A. Sullivan
Signature of Debtor if applicable (Date)

James A. Sullivan

2000000-000-290

Eleanor S. Howell 05-07-88
Signature of Secured Party if applicable (Date)

Eleanor S. Howell Credit Services
11 Officer

525 317

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258672
RECORDED IN LIBER 490 FOLIO 227 ON 10/1/85 (DATE)

1. DEBTOR

Name Circle Graphics, Inc.
Address 7484 K Candlewood Road, Harmans, Maryland 21077

2. SECURED PARTY

Name Crestar Bank-DC
Formerly NST & Ban, N.A.
Address 15th and New York Avenue, N. W., Washington, D. C. 20005

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination
	All of Debtor's accounts receivable, inventory & equipment more fully described in schedule "A" attached hereto and incorporated herein by reference.	
	(Empty space for additional details)	

Crestar Bank

[Signature]
Administrative Assistant II

Date: April 7, 1988

10-50

UCC-1

Lessee: Fujitsu Systems of America, Inc.

525 PAGE 320

Lessor: Maryland National Leasing Corporation

The equipment leased pursuant to that certain Equipment Lease Agreement dated as of August 22, 1986, between Lessor, as lessor, and Lessee, as lessee (the "Lease") together with all accessions, substitutions and replacements thereof, and proceeds (including insurance proceeds) thereof (but without power of sale); more fully described on the attached schedule.

The equipment leased pursuant to the Lease was purchased by Lessor from Lessee, as part of a sale-leaseback transaction.

THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO REPRESENT A TRUE LEASE.



525 321 SCHEDULE OF EQUIPMENT

Lessee: Fujitsu Systems of America, Inc.

Approved by [checkmark] (Lessee to initial each page)

Page No. 2 of 7 total pages

Attached to Bill of Sale dated October 16, 1987

and/or Equipment Schedule No. 14

Equipment located at: 326 Route 3 South

Street No: Millersville, Anne Arundle County, MD 21108

Table with 3 columns: Manufacturer and/or Vendor Name & Invoice No, Description, Invoice Cost. Rows include Zenith Data Systems (Laptop, Modem, MSDOS), Carrying Case/Printer Package, and Power Adaptor.



FINANCING STATEMENT FORM UCC-1

Identifying File No. 272403

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bo-Ro, Inc. T/a Pick Yur Flick
Address 84-73 Rivera Plaza, Pasadena, MD. 21222

2. SECURED PARTY

Name Transamerica Commercial Finance Corporation, commercial leasing division
Address 3601 Hempstead Tpke, Levittown, NY 11756

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All furniture, fixtures and equipment, wherever located, whether now or hereafter leased or possessed by Bo-Ro Inc. T/A Pick Yur Flick under that certain Equipment lease dated December 8, 1986 by and between the above referred to parties, all Supplementary Schedules or any other agreements executed concurrently therewith or at any time thereafter with reference thereto and all accessions, additions and replacements thereto, whether now owned or hereafter acquired."

" This Filing is for informational purposes only and, does not constitute and is nto to be construed as, an admission that the lease between the parties constitutes a security agreement."

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

James M. Gault
(Signature of Debtor)

Bo-Ro-Inc. T/A Pick Yur Flick
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

M. Blawie Adm. Assoc.
(Signature of Secured Party)

Transamerica Commercial Finance Corporation
commercial leasing division
Type or Print Above Signature on Above Line

1250

FINANCING STATEMENT

272104

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME and ADDRESS of DEBTOR:

HOLLYWOOD BAKERY, INC.
5513 Oregon Avenue
Arbutus, Maryland 21227

2. NAME and ADDRESS of SECURED PARTY:

DEVELOPMENT CREDIT FUND, INC.
1925 Eutaw Place
Baltimore, Maryland 21217

RECORD FEE 11.00
WORD TAX 10.00
STATE .31

3. This Financing Statement covers all:

Equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Lender, and all proceeds thereof in any form whatsoever.

Inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

Present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

Together with all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to such Collateral.

4. This transaction is NOT exempt from the recordation tax. Principal amount of the Debt is \$100,000.00.

TRANSFER TAX PAID TO THE
CIRCUIT COURT OF ANNE ARUNDEL
COUNTY

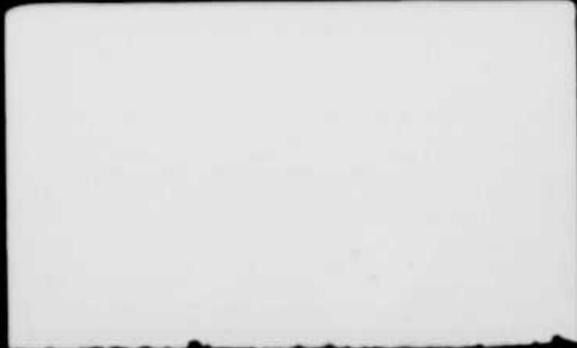
DEBTOR:
HOLLYWOOD BAKERY, INC.

BY: Janet V. Ashbrook
JANET V. ASHBROOK, President

AFTER RECORDATION RETURN TO:

Development Credit Fund, Inc.
1925 Eutaw Place
Baltimore, Maryland 21217

11-
700-06
50



STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use
File No.
Date & Hour

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing October 13, 1987 Record Reference Book 518 Page 626
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Service Contractors, Inc.		1174 West Central Avenue,	Davidsonville,	Maryland 21055

Name of Secured Party or assignee	No.	Street	City	State
Diversified Lending Services, Inc.		6000 Executive Boulevard, Suite 115	Rockville,	Maryland 20852

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

Diane A. Fox, Esquire
Paley, Rothman, et al.
4300 Hampden Lane, Seventh Floor
Bethesda, Maryland 20814

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
MIDWEST CREDIT 110/22
04/13/87

Debtor(s) or assignor(s)

DIVERSIFIED LENDING SERVICES, INC.
(Seal)

(Corporate, Trade or Firm Name)

By:

Signature of Secured Party or Assignee

James I. Kinard PA23

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

10.80

525 325

272405

FINANCING STATEMENT FORM UCC-1 878

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MAJORVEND INC.

Address 1548 LODGE POLE CT., ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name STATE SALES & SERVICE CORP.

Address 7160 AMBASSADOR ROAD, BALTIMORE, MARYLAND 21207

Return To: PCA, P.O. Box 508, Suiton, Md. 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 DIXIE-NARCO 368, VERY FINE, W/BA #0015 DIXIE-NARCO
- 1 MARS SINGLE PRICE #712-11711 MARS
- 1 APC 7600 SNACK VEND 40 SEL, IR W/G&M #29970 AUTOMATIC PRODUCTS
- 1 MARS 400-COUNT BILL ACCEPTOR #711-05854 MARS
- 1 MARS TRC 6000 COIN MECH #711-15180 MARS

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MAJORVEND, INC.
(Corporate or Trade Name)

Louis N. Chernock
(Signature of Debtor)

Louis N. Chernock
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

STATE SALES & SERVICE CORPORATION

Stephen B. Koenigsberg
(Signature of Secured Party)

STEPHEN B. KOENIGSBERG, EXEC. V.P.
Type or Print Above Signature on Above Line

11/50

RECORD FEE 1.10

RECORD FEE 1.10

POSTAGE .50

ST-100 (TTT) 204 11845

06/13

RECORD FEE 1.10

RECORD FEE 1.10

06/13

LOAN FOR FILING

- Not Subject to Recording Tax
- XX** Subject to Recording Tax: Principal Amount is \$ 1500
- To Be Recorded in Land Records of _____

- Record in:
- X** SDAT
 - Montgomery County
 - Prince George's County
 - X** Other Anne Arundel County

1. Debtor(s) NAME ADDRESS
 Street City State
Tropico Electric, Inc. 1500 Wyncote Cricle Severn, Maryland 21144

2. Secured Party SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

XX Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

Title Owner of Real Estate _____

RECORDING FEE 21.00

NOTARIAL FEE 55.00

NOTARIAL FEE 50.00

RECORDING FEE 404.310/29

6461.5748

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party, SOVRAN BANK/MARYLAND

By: [Signature]

Type Name Antonio Doss

Title Assistant Vice President

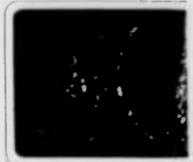
Debtor(s) or Assignor(s)
Tropico Electric, Inc.

By Thomas C. Pountnay

Type or Print Name and Title of Each Signature

11-5050
 50

Authorized Ditch Witch Dealer
Ditch Witch of Maryland, Inc.
12975 Livestock Road
West Friendship, Maryland 21794
301-442-1510



TO

TROPICO Electric Inc.
1500 Wyncote Circle
Sewern, MD 21144

DATE

SUBJECT 1420 51A TRAILER

301 621-9283 TOM POUNTNEY

① ONE NEW DITCH WITCH TRENCHER MODEL 1420 WITH ALL STD
Equip incl KOHLER Magnum ~~300~~ ENGINE 36" X 4" LARGE
TAIL ROLLER BOOM 28 K FROST CHAIN OUT BEARING SUPPORT
① ONE ~~USED~~ NEW DITCH WITCH TRAILER MODEL 51A 2" BALL

DATE-- REPLY

[Handwritten signature]
TOM POUNTNEY



272407

FINANCING STATEMENT

Date: 04-06-88

Debtor(s)

Name: Wendy P. Norton
Douglas J. Norton
Address: 920 Passapatany Harbour
Pasadena, MD. 21122

Secured Party: Tower Federal Credit Union
P.O. Box 123
Annapolis, Maryland 20701

1. The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

2. If above described personal property is to be affixed to real property, describe real property.

3. Proceeds of collateral are are not covered.

4. Products of collateral are are not covered.

5. This transaction is is not subject to a recordation tax.

If subject to tax: Amount Financed 12,500.00 Recordation Tax 12.50

Debtor(s):

Douglas J. Norton
(Signature)

DOUGLAS J. NORTON
(Type or Print)

Wendy P. Norton
(Signature)

Wendy P. Norton
(Type or Print)

Secured Party:

Tower Federal Credit Union

By:

Theresa King

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union
P.O. Box 123
Annapolis Junction, Maryland 20701

1250

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

April 11, 1988

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of FINANCING STATEMENT hereby terminated:

File No. 2416834 in Office of
Liber: 460 Julio 372

H. Eagle Schaeffer, Annapolis, MD
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):
Patrick J. Ryan
Lynette Ryan
334 Eagle Harbor Dr
Lanier MD 20707

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By
A. T. Thompson
Its Branch Office Manager

Household Finance Corp.
Secured Party

Form 91 MD (3-79)

HOUSEHOLD FINANCE CORPORATION
LAUREL, MARYLAND 20707

525 329

FINANCING STATEMENT

For Filing Officer Use

File No.
Date &
Hour

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

272408

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

P. Wesley Foster, Jr.
George T. Eastment, III

11351 Random Hills Road, Fairfax, Virginia 22030

Name of Secured Party or assignee

No.

Street

City

State

Signet Bank/Virginia, 8330 Boone Boulevard, Vienna, Virginia 22180

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Exhibit A attached hereto and incorporated herein by reference

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
See Exhibit B attached hereto and incorporated herein by reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

P. Wesley Foster, Jr.

George T. Eastment, III

(Type or print name under signature)

Signet Bank, Virginia (Seal)
(Corporate, Trade or Firm Name)

By

Signature of Secured Party or Assignee

Title:

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

FINANCING STATEMENTEXHIBIT "A"

1. This Financing Statement covers the following property to be utilized in the use and occupancy of improvements on the land as defined and described in that certain Deed of Trust (the "Deed of Trust") of even date herewith from the Debtor to Robert S. Schiro and John B. McKenney, Trustees, for the benefit of the Secured Party, and to be recorded among the land records of the County of Anne Arundel, Maryland, simultaneously with the filing hereof:
 - A. All fixtures and articles of personal property now or hereafter owned by Debtor and attached to or contained in and used in connection with the Premises, including, but not limited to, all apparatus, machinery, motors, engines, furnaces, boilers, stokers, pumps, laundry machinery, tanks, dynamos, generators, switchboards, conduits, compressors, escalators, elevators, fittings, radiators, dishwashers, refrigerators, kitchen ranges, garbage disposals, automatic washing machines and clothes dryers, wall-to-wall carpeting, cooling, fire prevention, fire extinguishing and sprinkler equipment and apparatus and fixtures and appurtenances thereto; and all spare parts, renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner;
 - B. All of the personal property located upon the such Property of any kind whatsoever, including, but not limited to, all materials, machinery, apparatus, equipment, furnishings, furniture, fixtures, and all other goods, chattels and articles of personal property including, without limitation, all building materials and supplies, all construction equipment, furniture, rugs and carpets, linens and bedding materials, televisions, radios and other sound equipment, kitchen fixtures, utensils, and all cooking and serving equipment, furnaces, boilers, oil burners, refrigeration, air conditioning and sprinkler systems, awnings, screens, window shades, draperies, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, whether personal property, inventory or fixtures, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property, all licenses, permits, and service contracts used or usable for, necessary, appropriate or connected or associated with the construction and operation of the property and all accounts and contract rights covering or relating to any or all thereof, including any proceeds and products thereof, whether now in existence or hereafter arising, and relating to, situated or located on, and or used or usable in connection with, the maintenance or operation of the Premises;
 - C. All awards and other payments in respect of any taking and all insurance proceeds in respect of any of the foregoing, together with all amounts received by the Trustees, or the Secured Party, or expended by the Trustees or the Secured Party pursuant to the Deed of Trust; and

- D. All of Debtor's right, title and interest in and to all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like relating to the land and/or improvements or appurtenant facilities upon or about the land; and
 - E. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and
 - F. All earnings, revenues, rents, issues' profits, avails and other income of and from the land or the improvements, and all undisbursed proceeds of the loan secured by the Deed of Trust.
- 2. Said Deed of Trust secures an obligation of the Debtor to the Secured Party in the original principal sum of \$110,000.00, which obligation has a maturity date described in the deed of trust note secured by the Deed of Trust.
 - 3. Proceeds of the collateral (including insurance proceeds) are also covered.
 - 4. The real property covered by the aforesaid Deed of Trust is owned by the Debtor and is more particularly described in Exhibit "B" attached hereto and made a party hereof.

EXHIBIT B

Lots numbered Five (5) thru Nine (9), both inclusive, in Block numbered Thirty-eight (38) in the subdivision known as "CARROLLTON MANOR" as per plat recorded in Plat Book 9 at Plats 23 and 24 among the Land Records of Anne Arundel County, Maryland.

AND BEING the same property conveyed by Deed recorded in Liber 3560, folio 429 among the aforesaid Land Records.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 514
ID No. _____

Page No. 28

1. Debtor(s) William J. Wroten and Jean L. Wroten
Name or Names - Print or Type
P.O. Box 1304 Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile-Safe Deposit and Trust Company
Mercantile Mortgage Corporation
Name or Names - Print or Type
P.O. Box 17027 Baltimore Maryland 21203
Address-Street No. City, State Zip

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><u>TERMINATION</u></p>

BEING KNOWN AND DESIGNATED as Lots 1A, 1B, 2A, ^{2B}3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12, 13A, 13B, 14A, 15 and 16, together with the area designated "Recreational Area" and the designated "5' Widening Strip", all as shown on the Plat entitled "26 Semi-Detached and 3 Single Family Dwellings-Woodcrest Homes, Ltd.", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 103, folio 13, at Plat Number 5338.

Dated 3-22-88 MERCANTILE MORTGAGE CORPORATION

After Recording please return to:
County Title Agency, Inc.
P.O. Box 356
Glen Burnie, MD 20161

Paul W. Parks
Paul W. Parks, President

MERCANTILE-SAFE DEPOSIT AND TRUST
Paul A. Stuart
Paul A. Stuart, Vice President

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 514 Page No. 28
ID No. _____

1. Debtor(s) William J. Wroten and Jean L. Wroten
Name or Names - Print or Type
P.O. Box 1304 Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation
Mercantile-Safe Deposit and Trust Company
Name or Names - Print or Type
P.O. Box 17027 Baltimore Maryland 21203
Address-Street No. City, State Zip

3. Maturity Date (if any) N/A

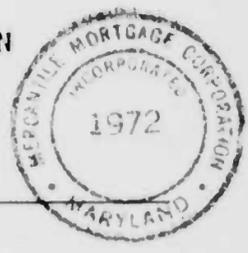
4. Check Applicable Statement:

<p>A. Continuation..... <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

*BEING KNOWN AND DESIGNATED as Lots 1-B, as shown on the Plat entitled "26 Semi-Detached and 3 Single-Family Dwellings - Woodcrest Homes, Ltd.", which Plats are duly recorded among the Land Records of Anne Arundel County in Plat Book 103, folio 13.

Dated: January 25, 1972 MERCANTILE MORTGAGE CORPORATION

Paul W. Parks
Paul W. Parks, President



Return to County Title Agent

MERCANTILE-SAFE DEPOSIT AND TRUST
Paul A. Stuckert
Paul A. Stuckert Vice President

10-52

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s) Northward Corporation
Address dba Pasadena Rentals and Sales
8004 Jumpers Hole Road
Pasadena, Maryland 21122

2. Name of Secured Party Annapolis Banking & Trust Co.
Address P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee Annapolis Banking & Trust Co.
Address Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:

See Attachment, Schedule A

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form)
The above-described goods are affixed or to be affixed to

RECORD FEE 12.00
POSTAGE 1.50
RECORDING COMMISSION 14.19
04/13/89

Debtor(s):

Northward Corporation
dba Pasadena Rentals and Sales

By [Signature]
President

Secured Party:

Annapolis Banking & Trust Co.
(Type Name of Dealership)

By [Signature]
(Authorized Signature)

William A. Busik, Asst. Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

12.50

All present and future goods, inventory, equipment and vehicles including, without limitation, tools, appliances, vehicles and construction, industrial, medical, party and office machinery and equipment, including new, used and received as trade-in, and all attachments and accessories and all proceeds of the foregoing, including but not limited to accounts, contract rights, chattel paper, general intangibles, instruments, documents of title arising out of sales, lease or other disposition of the foregoing collateral.

FINANCING STATEMENT

272410

To be recorded among the Financing Statement Records of Anne Arundel County.

This Financing Statement evidences and publicizes the lien and provisions of a certain Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") securing a debt in the principal amount of \$3,300,000.00. Recordation taxes in the amount of \$ 23,712.50 have been paid to the Clerk of the Circuit Court of Anne Arundel County at the time of recordation of said Deed of Trust.

LAWYERS TITLE INSURANCE CORP
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

88-133

NAME OF DEBTOR:

GEORGETOWN PLAZA ASSOCIATES LIMITED PARTNERSHIP,
a Maryland limited partnership

ADDRESS:

540 Baltimore Annapolis Blvd.
Severna Park, Maryland 21146

NAME OF SECURED PARTY:

THE MANUFACTURERS LIFE INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

200 Bloor Street, East
Toronto, Ontario, Canada M4W 1E5
Attn.: U.S. Mortgage Department

1. This Financing Statement covers the following items of property:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor (and not owned by any Tenant in possession) and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment,

200
PS



including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust.

- B. Proceeds of the above described collateral.
 - C. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the real property described in the Deed of Trust, including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises hereinafter described, and (ii) to the extent assignable, all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust, and (iii) all right, title and interest of Debtor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Assignment of Lessor's Interest in Leases and Guarantees instrument executed and dated of even date herewith.
 - D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as Georgetown Plaza, located at 914 Bay Ridge Road, Annapolis, Anne Arundel County, Maryland as more fully described in Schedule A attached hereto and in the aforesaid Deed of Trust and Security Agreement of even date herewith recorded or to be recorded among the Land Records of Anne Arundel County,

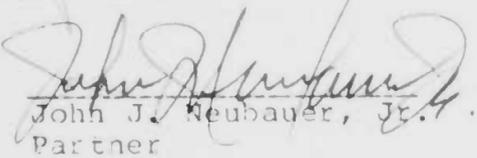
Maryland, said Deed of Trust and Security Agreement constituting the Security Agreement to this secured transaction.

Dated: April 14, 1988

GEORGETOWN PLAZA ASSOCIATES LIMITED PARTNERSHIP,
a Maryland limited partnership

By: _____
John W. Steffey, Sr.
General Partner

By: William J. Fisher Associates,
a Maryland partnership
General Partner

By: 
John J. Neubauer, Jr.
Partner

SCHEDULE A

The land referred to in this Commitment is described as follows:

BEGINNING for the same at an iron pipe found at the northernmost corner of the Wa Wa site, said site on the northeast side of Bay Ridge Road, and running thence with and binding on the division line between the Wa Wa site, as recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3191, folio 707, and the remainder of that parcel of land now being described which is recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2388, folio 510, conveyed by Harry C. Blumenthal to Oscar Brilliant, et al, on February 17, 1971, (1) South 33 degrees 16' 47" West 228.44 feet to an iron pipe set on the northeast side of Bay Ridge Road, as now widened and shown on Anne Arundel County Plats Nos. 18126 and 18127; thence running with and binding on the northeast side of said road, as now widened and shown on said plats, the following three (3) courses and distances, viz: (2) North 56 degrees 49' 32" West 177.85 feet to an iron pipe set, (3) North 56 degrees 40' 20" West 52.48 feet (as now corrected) to an iron pipe set, and (4) 176.77 feet along the arc of a curve to the left having a radius of 4628.66 feet and chord bearing North 57 degrees 45' 59" West 176.76 feet to an iron pipe set on the outline of Victor Haven, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 25, folio 42; thence leaving Bay Ridge Road and running with and binding on said Victor Haven, (5) North 40 degrees 35' 45" East 310.72 feet to an iron pipe set; thence leaving Victor Haven and binding on the outline of Georgetown East, Section One, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 34, folio 23, the following three (3) courses and distances, viz: (6) South 49 degrees 26' 15" East 297.57 feet to an iron pipe found, (7) South 40 degrees 33' 45" West 39.32 feet to an iron pipe set, and (8) South 56 degrees 43' 13" East 77.50 feet to the place of beginning. Containing 2.461 acres of land, more or less, as surveyed by McCrone, Inc. on November 15, 1985.

TERMINATION STATEMENT

Original Financing
Statement #244761

This Termination Statement is presented for filing pursuant to Section 9-404 of the Commercial Law Article of the Annotated Code of Maryland. The original Financing Statement, #244761, is located in the Financing Statement Records of Anne Arundel County, Maryland at Liber 455, folio 281.

Debtor: Refuse Removers, Inc.
308 Chinquapin Round Road
Annapolis, MD 21401

Secured Party: General Electric Capital Corporation
30 Main Street
Danbury, CT 06810

Date of Original Filing: October 25, 1982

The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

Dated: 4/4/88

Joseph P. Mazzari
Joseph P. Mazzari
Territory Collection Specialist
General Electric Capital Corporation

tsGECC

1650

RECORD FEE 16.00
POSTAGE .50
#100000 0077 004 11/12

04/13/88



Butler Leasing Company

525 343

272411

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):
ERA VILLAGE REALTY, INC.

1416 ANNAPOLIS ROAD
ODENTON, MD. 21113

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR: *PERPETUAL SAVINGS BANK - F.S.B.
350 W TRATT ST # 950
BALTO MD 21201*

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

SEE ATTACHED EQUIPMENT SCHEDULE

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL
(including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: 1413 ANNAPOLIS RD., ODENTON, MD., 21113

LESSEE (DEBTOR):
ERA VILLAGE REALTY, INC.

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY: *[Signature]*
Henry Shinaberry, President
PRINT NAME & TITLE

BY: *[Signature]*
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

4550
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, MD 21045-0609

Butler Leasing Company

SCHEDULE EQUIPMENT

525 344

AGREEMENT NO. _____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

Item#	Qty	Product #	Product Description
1	16	M2448-02	SERIES, SINGLE PEDESTAL DESK, 24 X 48 ONE BOX DRAWER AND ONE FILE DRAWER, W/LOCK (PEDESTAL RIGHT) STND. MODESTY NEVAMAR/ COLOR:BLACK PEARL #S-1
	Mfg		

	KEY		
	Tag	FINISH:	

	AGENT		

Item#	Qty	Product #	Product Description
2	4	M3048-02	SERIES, SINGLE PEDESTAL DESK, 30x48 ONE BOX DRAWER AND ONE FILE DRAWER, W/LOCK (PEDESTAL RIGHT) STND. MODESTY NEVAMAR/COLOR:BLACK PEARL #S-1
	Mfg		

	KEY		
	Tag	FINISH:	

	AGENT		

Item#	Qty	Product #	Product Description
3	4	M748C	COLLATOR (OVERHEAD UNIT) 200 SERIES, 48Wx15D, W/ OPEN SHELF OMIT TASK LIGHT NEVAMAR/ BLACK PEARL #S-6-14T
	Mfg		

	KEY	FINISH:	
	Tag		

	TOP AGENT		

Item#	Qty	Product #	Product Description
4	1	M3060-03R	SERIES, SINGLE PEDESTAL DESK , 30x60 W/TWO BOX DRAWER & ONE FILE DRAWER W/LOCK PEDESTAL RIGHT) FULL MODESTY FORMICA 90991 BLACK LACQUER CIS NOT RESPONSIBLE TO ANY SCRATCHES THAT MAY OCCUR ON THIS LAMINATE. RECOMMENDS USING MATTE FINISH.
	Mfg		

	KEY		
	Tag	FINISH:	
	-----	NOTE:	
	/MGR		

Butler Leasing Company

SCHEDULE EQUIPMENT

525 ME345

AGREEMENT NO. _____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

Item#	Qty	Product #	Product Description
5	1	M56	TWO DOOR LATERAL FILE, W/LOCK
	Mfg		
	---	FINISH:	BLACK LACQUER #90991 FORMICA
	KEY		
	Tag		

	MGR.		

Item#	Qty	Product #	Product Description
6	1	M52A1	CREDENZA 60 W X 24D W/ TWO HINGE DOORS, AND FOUR BOX DRAWERS W/ ONE FILE DRAWER
	Mfg		
	---	FINISH:	BLACK LACQUER/ FORMICA #90991
	KEY		
	Tag		

	MGR.		

Item#	Qty	Product #	Product Description
7	1	M3060-30	SINGLE PED. DESK W/ TWO BOX DRAWER AND ONE FILE DRAWER (LEFT PED.)
	Mfg		
	---	FINISH:	NEVAMAR #S-6-14T BLACK PEARL
	KEY		
	Tag		

	ASST/		

Item#	Qty	Product #	Product Description
8	1	M3060-03	SINGLE PED. DESK, W/ TWO BOX DRAWER AND ONE FILE DRAWER (RIGHT PED.)
	Mfg		
	---	FINISH:	NEVAMAR #S-6-14T BLACK PEARL
	KEY		
	Tag		

	SEC.		

Butler Leasing Company

SCHEDULE EQUIPMENT

AGREEMENT NO. _____

525 346

This Schedule is attached to and made a part of the above referenced AGREEMENT.

Item#	Qty	Product #	Product Description
9	1	M352R	SECRETARIAL RETURN W/ ONE FILE DRAWER AND ONE BOX DRAWER (RIGHT RETURN, 20 X 42W)
	Mfg		

	KEY	FINISH:	NEVAMAR #S-6-14T BLACK PEARL.
	Tag		

	SEC.		

Item#	Qty	Product #	Product Description
10	1	M352L	SECRETARIAL RETURN W/ONE FILE DRAWER AND ONE BOX DR. (LEFT RETURN, 20 X 42W)
	Mfg		

	KEY	FINISH:	NEVAMAR/ #S-6-14T BLACK PEARL.
	Tag		

	ASST/		

Item#	Qty	Product #	Product Description
11	1	90-7236ELP	90 SERIES/ BRASS DETAIL, EXEC. DESK, W/ CENTER DRAWER, 72 X 36 X 29, PED. LEFT 72 BOX DRAWERS/ ONE FILE DR.
	Mfg		

	OFS		
	Tag	FINISH:	WALNUT VENEER/#90 SERIES/BRASS

	PRES.		

Item#	Qty	Product #	Product Description
12	1	90-5025ER	EXECUTIVE BRIDGE, 48Wx24Dx29H W/ GROMMET RIGHT
	Mfg		

	OFS	FINISH:	#90 SERIES WALNUT/BRASS
	Tag		

	PRES.		

Butler Leasing Company

SCHEDULE
EQUIPMENT

525 347

AGREEMENT NO. _____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

Item#	Qty	Product #	Product Description
13	1	90-7221CRR	CREDENZA, W/BOX, BOX, FILE PEDESTAL 72x21x29H
	Mfg		
	---	FINISH:	WALNUT #90/BRASS
	OFS	NOTE:	NO OVERHEAD DUE TO WINDOW PLACEMENT
	Tag		

PRES.

Item#	Qty	Product #	Product Description
14	1	90SK	SWIVEL KEYBOARD TO SUPPORT KEYBOARD/INSTALL BENEATH RETURN
	Mfg		
	---	FINISH:	WALNUT #90
	OFS		
	Tag		

PRES.

Item#	Qty	Product #	Product Description
15	2	HLF3622	36W TWO DRAWER LATERAL FILE W/ LOCK
	Mfg		
	---	FINISH:	5034 BLUSH
	HAS		
	Tag		

PRES.

Item#	Qty	Product #	Product Description
16	4	HLF-3642	LATERAL FILES, 4 DRAWER, 36W W/LOCK
	Mfg		
	---	FINISH:	#5034 BLUSH
	HAS		
	Tag		

GENERAL

Butler Leasing Company

SCHEDULE EQUIPMENT

525 348

AGREEMENT NO. _____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

Item#	Qty	Product #	Product Description
17	1	CUSTOM	RECTANGULAR CONFERENCE TABLE, 120" X 48" D W/ 1-1/2" THICK BULLNOSE W/PANEL END BASES.
	Mfg		

	DHL		
	Taq	FINISH:	MATCH DFB #90 WALNUT VENEER
	---	NOTE:	TWO PIECE TOP FOR INSTALLATION PURPOSES
	CONF. RM.		

Item#	Qty	Product #	Product Description
18	26	4505	SECRETARIAL POSTURE CHAIR, W/O ARMS
	Mfg		
	---	FABRIC:	NORFOLK/HEATHER #90046/GR. 5
	MIL	BASE:	GRAY
	Taq		

	AGI/SEC		

Item#	Qty	Product #	Product Description
19	10	E41E051	CONFERENCE ROOM CHAIR W/ ARMS W/ CANTILEVER BASE
	Mfg		
	---	FABRIC:	GR. 10/ #3 DOVER/MAUVE
	MAD	BASE:	WALNUT WOOD OIL (UPCHR)
	Taq		

	C.F/PRES		

Item#	Qty	Product #	Product Description
20	1	4480-71	HIGH-BACK EXECUTIVE CHAIR
	Mfg		
	---	FABRIC:	DIADEM #94 / GR. 140
	QUA	FINISH:	WALNUT
	Taq		

	PRES.		

Butler Leasing Company

525 PAGE 349

SCHEDULE EQUIPMENT

AGREEMENT NO. _____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

Item#	Qty	Product #	Product Description
21	2	6224	SIDE CHAIR
	Mfg		
	---	FINISH:	BLACK LACQUER URETHANE
	CAR	FABRIC:	MAHARAM SYNERGISM
	Tag		#400403 SAFETY TWILL DOT
	-----		SLATE/FLAMINGO #35
	MGR.		

Item#	Qty	Product #	Product Description
22	1	6288-20	MANAGER SWIVEL CHAIR W/ CASTERS
	Mfg		
	---	FINISH:	CHROME
	CAR	FABRIC:	(2.5 YDS) MAHARAM SYNERGISM
	Tag		SAFETY TWILL DOT
	-----		HYACINTH/SLATE, #38
	MGR.		

Item#	Qty	Product #	Product Description
23	2	02424	CUBE TABLE, LAMINATE
	Mfg		24 X 24 X 28H
	---	FINISH:	NEVAMAR ROSE PEARL #S-1-23T
	KEY		
	Tag		

	RECEPT.		

Item#	Qty	Product #	Product Description
24	5	E41E05	CONF. SIDE CHAIR W/ CANTILEVER BASE
	Mfg		
	---	BASE:	POLYPROPYLENE GRAY
	MAD	FABRIC:	COM/MAHARAM #400403
	Tag		SAFETY TWILL DOT #38
	-----		HYACINTH/SLATE
	CONF. 3		(2.25 YDS/ PER CHAIR)

Butler Leasing Company

SCHEDULE EQUIPMENT

BOOK 525 PAGE 350

AGREEMENT NO. _____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

Item#	Qty	Product #	Product Description
25	12	400403	MAHARAM FABRIC, SAFETY TWILL DOT #38 HYACINTH SLATE
	Mfg		

	MAH		
	Tag		

	YDS/ABV		

Item#	Qty	Product #	Product Description
26	3	E41E05	CONF. SIDE CHAIR W/ CANT- ILEVER BASE
	Mfg		POLYPROPYLENE GRAY
	---	BASE:	
	MAD	FABRIC:	COM/MAHARAM SAFETY TWILL DOT #35/SLATE FLAMINGO
	Tag		

	CONF. 2		

Item#	Qty	Product #	Product Description
27	7	400403	MAHARAM/SAFETY TWILL DOT #35 / SLATE/FLAMINGO
	Mfg		

	MAH		
	Tag		

	YDS/ABV		

Item#	Qty	Product #	Product Description
28	4	S-618	BARREL SIDE CHAIRS
	Mfg		
	---	FINISH:	WALNUT
	ST.	FABRIC:	COM/QUAKER GR. 140/DIADEM 2.50 YDS. EACH
	Tag		

	RECEP.		

Butler Leasing Company

SCHEDULE EQUIPMENT

525 PAGE 351

AGREEMENT NO. _____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

Item#	Qty	Product #	Product Description
29	10	94	FABRIC FOR ABOVE, DIADEM
	Mfg		GR. 140
			QUA
			Tag
			RECEP.

Item#	Qty	Product #	Product Description
30	4	E41E051	CONFERENCE ROOM CHAIR W/ ARMS W/ CANTILEVER BASE
	Mfg		COM/MAKER PRINCETON #94
			WALNUT WOOD OIL (UPCHG)
			FABRIC:
			FINISH:
			Tag
			PRES.

Item#	Qty	Product #	Product Description
31	9	94	FABRIC FOR ABOVE CHAIRS
	Mfg		(2.25 YARDS EACH)
			PATTERN:
			PRINCETON
			QUA
			Tag
			PRES.

Item#	Qty	Product #	Product Description
32	1	E43B45	SWIVEL CONFERENCE CHAIR, W/ ARMS
	Mfg		POLYPROPYLENE STN. GRAY
			COM/MAHARAM SAFETY TWILL DOT
			FABRIC:
			#M400403 #38 HYACINTH/SLATE
			Tag
			CONF. 3

Butler Leasing Company

SCHEDULE EQUIPMENT

5:25 PM 352

AGREEMENT NO. _____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

Item#	Qty	Product #	Product Description
33	3	400403	MAHARAM/SAFETY TWILL DOT #38 HYACINTH/SLATE (a. 75 YARDS)
	Mfg		

	MAH		
	Tag		

	CONF. 3		

Item#	Qty	Product #	Product Description
34	1	E43B45	SWIVEL CONFERENCE CHAIR W/ ARMS
	Mfg		
	---	FINISH:	POLYPROPYLENE STND. GRAY
	MAD	FABRIC:	COM/MAHARAM #400403 SAFETY TWILL DOT #35 SLATE/FLAMINGO
	Tag		

	CONF. 2		

Item#	Qty	Product #	Product Description
35	3	400403	MAHARAM SAFETY TWILL DOT #35 SLATE/FLAMINGO FOR ABOVE CHAIR
	Mfg		

	MAH		
	Tag		

	CONF. 2		

Item#	Qty	Product #	Product Description
36	1	D-53L	DRAFTING STOOL
	Mfg		
	---	FINISH:	CHROME FRAME
	UNI	FABRIC:	LEDSWEAVE LOOSE X214 CHARCOAL/GRADE C
	Tag		

Butler Leasing Company

525 PCE 353

SCHEDULE EQUIPMENT

AGREEMENT NO. _____

This Schedule is attached to and made a part of the above referenced AGREEMENT.

- 1 Message Center
- 2 24" Parson's Tables
- 1 Conference Table
- 3 12" Parson's Tables
- 1 42" Round Table
- 1 Countertop w/sink
- 1 Computertop w/Shelves
- 2 Desks

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

LESSEE

ERA VILLAGE REALTY, INC.

BY: _____

TITLE: _____

DATE: _____

D-02-01 REV. 3/88

LESSOR

BUTLER LEASING COMPANY

BY: _____

TITLE: _____

DATE: _____

11-March 7, 1988

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$ _____

If this statement is to be recorded in the land records, check here:

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David L. Africa and Jane C. Africa

Address 1512 Severn Chapel Rd., Crownsville, Md. 21032

2. SECURED PARTY

Name SOUTHERN MARYLAND PRODUCTION CREDIT ASSOCIATION

Address 15207 Marlboro Pike, Upper Marlboro, Md. 20772

Person and Address to whom statement is to be returned if different from above.

CHECK [X] THE LINES WHICH APPLY

- 3. This financing statement covers the following types for items of property.
 - CROPS FARM PRODUCTS INVENTORY
 - FARM MACHINERY AND EQUIPMENT
 - OTHER COLLATERAL (give type)
 - After-acquired property of above types; products and proceeds of collateral.
 - ALL stock or rights to stock of the Debtor in the Secured Party.

- 4. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate below).
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate below).

Description of real estate:

RECORD FEE 12.00
 MISTAKE CK .50
 HILSBORO CITY MD 2115-03
 04/13/86

(If the Debtor does not have an interest of record) The name of the record owner is _____

David L. Africa
(Signature of Debtor)

David L. Africa
Type or Print Above Signature on This Line

Jane C. Africa
(Signature of Debtor)

Jane C. Africa
Type or Print Above Signature on This Line

SOUTHERN MARYLAND
PRODUCTION CREDIT ASSOCIATION

By: Mildred E. Hook
(Signature of Secured Party)

Mildred E. Hook
Type or Print Above Signature on This Line

12-50

STATE OF MARYLAND

525 PCE 355

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271349

RECORDED IN LIBER 233 FOLIO 4 ON 1-11-88 (DATE)

1. DEBTOR

Name Brady's Excavating, Inc.

Address 314 Salisbury Road, Edgewater, MD 21037 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>
<p>One (1) Dresser Model TD 15C LGP Crawler Dozer SN 6452</p>	

RECORD FEE 10.00
POSTAGE .20
J102890 177 R04 1150
04/13/88



State Eq., Div. Secorp National, Inc.

Dated April 11, 1988 16/10

Joan M. Pressimone
(Signature of Secured Party)
Joan M. Pressimone, Br. Sec.
Type or Print Above Name on Above Line

272413

REV. 5-25 PAGE 356

1. LENDER'S STATEMENT (to be printed in a filing office for filing pursuant to the Uniform Commercial Code)		No. of Additional Sheets (if any)	2. <input type="checkbox"/> The filer is a transmitting utility
3. Debtor's name (to be printed in full)	4. Secured Party's name and address	5. For (only) Other Party(ies) No. (None Other)	
LONG CRAIG A. Crestwood MHP Lot 68 XXX# 7733 Telegraph Rd. XXXXX Severn MD XXXX 21144	EASTERN HOMES, INC. 6291 WASHINGTON BOVD. JESSUP, MD 20794		

6. This Financing Statement covers the following types of item(s) or property: 1987 CHAMPION TITAN 14 X 56 SERIAL # 4978171570 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input checked="" type="checkbox"/> Product of the Commonwealth of Maryland	7. Address of Secured Party (if Addressed) GREEN TREE ACCEPTANCE INC. 2200 ORTIZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194 <input type="checkbox"/> The described items are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The goods to be cut or mined or of the like including oil and gas in or on * (Describe item(s) state in item 8.)
8. Jurisdiction (Real Estate Here) <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9. Name of a Secured Party

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in collateral which comprises box(es) <input type="checkbox"/> If appropriate in this filing, the term Debtor(s) and Secured Party(ies) shall respectively mean:					
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the Debtor, or					
<input type="checkbox"/> in which the filing has taken effect, or					
<input type="checkbox"/> which is subject to a security interest in another jurisdiction					
<input type="checkbox"/> when the collateral was transmitted into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					

LONG CRAIG A. EASTERN HOMES, INC.
Craig A Long Signature of Debtor *[Signature]* Signature of Secured Party
 (Required only if item 10 is checked)
 FILING OFFICER'S COPY - NUMERICAL 50
 STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 272-114

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Richard Gartner

Address 1277 Green Holly Dr. Green Holly Medical Center Annapolis MD 21401

2. SECURED PARTY

Name Healthco International

Address 6308 Blair Hill Lane Baltimore MD 21209

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- Dentsply Cavitron 2002
- Dental Ez Master Cut-off
- Forest 3 Way Circulating Syringe
- Forest Water Heater

Name and address of Vendor

RECORD FEE 11.00

POSTAGE CK .50

RECORD OFFICE FOR TIS/DS

04/13/89

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dr Richard Gartner
(Signature of Debtor)

Dr. Richard Gartner
Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Charles H. Bedford
Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 CIMAC, LTD. P.O. Box 383, 780 Elkridge Landing, suite 202
 Linthicum, Maryland 21090-0383

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles St.
 Attention: Debra Grimm Documentation Asst. Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 BY: CIMAC, LTD. _____ (Seal) _____ (Seal)
 Samuel W. Chairs, President RECORD FEE 11.00
 _____ (Seal) _____ (Seal) POSTAGE CK 2.00

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

FORM 605 (1/82)

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

1156



RECORD FEE 11.00
 POSTAGE CK 2.00
 04/13/86

272416

525 PAGE 359

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es): *Handwritten: Asher*
~~F. P. Asher & Sons, Inc.~~ *Handwritten: F. P. Asher & Sons, Inc.*
 1861 Crownsville Road
 Annapolis, MD 21401
 M-32671-1

(2) Secured Party(ies) (Name(s) and Address(es)):
Handwritten: Sand
 Alban Tractor Co., Inc.
 P O Box 9595
 Baltimore, MD 21237
Handwritten: D.C.K.

(3) (a) Collateral is or includes fixtures.
 (b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered.
 (c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
 If either block (3a) or block (3b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party: *None*

For Filing Officer

REGISTRATION FEE \$1.00
 NOTICE
 12/21/77 11:50 AM

(5) This Financing Statement Covers the Following types [or items] of property:
 One (1) New Caterpillar Model #966E Wheel Loader S/N 99Y05441

NOT SUBJECT TO RECORDATION TAX

XX Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) *Handwritten: D.C.K. 11/50*
 F. P. Asher & Sons, Inc. *Handwritten: F. P. Asher & Sons, Inc.*
 (By) *Handwritten: Glen A. James* Alban Tractor Co., Inc.
 Glen A. James, Pres *Handwritten: Glen A. James*

Standard Form Approved by N.C. Sec. of State and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
 (1) Collateral is subject to Security Interest In Another Jurisdiction and X
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
 (2) For Other Situations See G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

SECURITY AGREEMENT — CHATTELS
FOR USE UNDER UNIFORM
COMMERCIAL CODE

525 360

272417

Security Agreement

MARCH 4th, 1988

OMEGA ENGINEERING, 550 N. CRAV HWY, GLENBURN, MD 21061
Name Street Address City, State

(hereinafter called "DEBTOR") hereby grants to

BEL Welding Supply Co., Inc., 5303 46th Avenue, Hyattsville, Maryland 20781
Name Street Address City, State

(hereinafter called "SECURED PARTY") a security interest in the property described below as COL-
LATERAL to secure payment and/or performance of the OBLIGATION described below.

Default in payment or performance of any of the obligations or default under any agreement evi-
dencing any of the obligations is a default under this agreement. Upon such default Secured Party
may declare all obligations immediately due and payable and shall have the remedies of a Secured Party
under the Uniform Commercial Code.

COLLATERAL:—(If crops, or oil, gas or minerals to be extracted, or timber to be cut, or if collateral
is or is to become fixtures, describe land)

EQUIPMENT DESCRIPTION: MILLER MM 200
GMW WELDING MACHINE

SERIAL NUMBER(S): 5H 289212

TOTAL: 1357.55

OBLIGATION:

Debtor agrees to remit payment in full for the above referenced collateral within 30
days of receipt of collateral.

Debtor agrees to remit 2 payments, each in the amount of 503.77.

Debtor agrees to pay 1 1/2% finance charge on all unpaid balances owed beyond 30 days
until the debt is satisfied.

If the above referenced obligation is not satisfied, the collateral will be repossessed by the
Secured Party or it's authorized agent. The terms of this sale are not subject to change after
the equipment is within the debtor's possession.

First Payment due April 1st 1988
Second Payment due MAY 6th 1988

SIGNED: [Signature]
DEBTOR
550 N. CRAV HWY
ADDRESS
GLENBURN, MD 21061

[Signature]
SECURED PARTY
1114 TAFT ST
ADDRESS
ROCKVILLE, MD 20850

Not Subject to Recordation Tax
 Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer: 272-119
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Glass Systems, Inc.
(Name or Names)
8219 Cloverleaf Drive, Millersville, Maryland 21108
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Signet Bank/Maryland
(Name or Names)
P.O. Box 22497, Baltimore, Maryland 21203
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:

See Attached "Schedule A"

Additional Location: 9017 Red Branch Road
Columbia, Maryland 21209

Not Subject to Recordation Tax: Financial Statement
originally filed in Howard County on 4/1/86.
File Number 3349.

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
Glass Systems, Inc.
By: Richard W. Bledsoe
RICHARD W. BLEDSOE, PRESIDENT
(Type or print name of person signing)

SECURED PARTY:
Signet Bank/Maryland
By: Stanley H. Jacobs
STANLEY H. JACOBS
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Signet Bank/Maryland
P.O. Box 22497, Baltimore, Maryland 21203, Attn: T0506 - #235

11/80

COLLATERAL:

- (1) New Sampson Model EM-7 End Mill w/Carbide Cutter Set and Roller Conveyor
- (1) New Sampson Model MD-1 Multi-Spindle Drill w/Infeed and Outfeed Roller Conveyor
- (1) New Elumatec Model AS-70/02 Copy Router w/all fixtures/gauging and templates
- (1) New Sampson Model MS-1 Hydraulic Punch Press w/HP-10 Pump Unit and Dies to fabricate
- (16) 10' Roller Conveyors

ADDITIONAL EQUIPMENT AS COLLATERAL:

- (1) Rockwell (Ser. 17-600) Drill Press
- (1) Wegoma KF228 Double Head Copy Router
- (1) Wegoma SD24 18" Double Mitre Saw
- (1) DeWalt 20" Radial Arm Saw (Model 35005)
- (1) DeWalt 16" Radial Arm Saw (Model 3511)
- (1) Millermatic 200 Mig Welder
- (1) Aluminum Welding Jig (10' X 24")
- (3) Aluminum Welding Jigs (10' X 16")
- (2) Miller CP-200 Mig Welders
- (2) Lehman 20 Ton Punch Press
- (1) Raymond Electric Lift
- (1) Chicago 10' Press Brake
- (1) Speedaire (3 hp) Air Compressor

MARYLAND FINANCING STATEMENT

272419

Not Subject to Recordation Tax - Conditional Sales Contract
 Recordation Tax of \$ _____ off
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No. _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Sid's Trucking Co Inc
SIDNEY STILTNER T/A SID'S EXCAVATION COMPANY S.S.
(Name or Names)
6205 MALLARD LANE LOTHIAN, MARYLAND 20711
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: CHESAPEAKE FORD TRUCK SALES, INC.
(Name or Names)
8540 PULASKI HIGHWAY BALTIMORE, MARYLAND 21237
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: SIGNET BANK/MARYLAND
(Name or Names)
P.O. BOX 22497 BALTIMORE, MARYLAND 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) 1988 Ford Model LTL 9000 Tandem Axle Dump Truck Chassis, S/N 1FDZA90X3JVA01585, with 14 1/2 J & J Steel Dump Body.

RECORD FEE 1.10
RECORD FEE 1.00
POSTAGE 06 .30
REGISTER OFFICE 1/20/1
04/13/88

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S): Sid's Trucking Co Inc S.S.
SIDNEY STILTNER T/A SID'S EXCAVATION COMPANY

SECURED PARTY:
CHESAPEAKE FORD TRUCK SALES, INC.

By: Sidney Stiltner Pres.
SIDNEY STILTNER
(Type or print name of person signing)

By: Robert H. Schaefer Asst. Mgr.
ROBERT H. SCHAEFER
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Signet Bank/Maryland
P.O. Box 22497 Baltimore, Maryland 21203

1/50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 467 Page No. 35-36
Identification No. 249512 Dated 10/27/83

1. Sublessee: { THE VILLAGE OF CROSS KEYS, INC.
Name 50 Harundale Mall, Anne Arundel Co., Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

2. Assignee of Sublessor: { MARYLAND NATIONAL LEASING CORPORATION
Name 502 Washington Avenue, Baltimore Co., Towson, Md. 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> X (Indicate whether amendment, termination, etc.) AMENDMENT</p>

By adding to the description of collateral the equipment described on the attached schedule.

THE VILLAGE OF CROSS KEYS, INC.

By: [Signature]

Dated: 10/27/83

MARYLAND NATIONAL LEASING CORPORATION

By: [Signature]

RECORDED
POSTAGE
MAY 1984

TO THE FILING OFFICER: After this statement has been recorded please mail the same to

Frank A. Lander
Ober, Kaler, Grimes & Shriver
1600 Maryland National Bank Bldg.
Baltimore, Maryland 21202

4450

[Handwritten mark]



MARYLAND NATIONAL LEASING CORPORATION
 SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Page No. 1 of 11 total pages

Approved by [Signature]

(Lessee to initial each page)

Equipment located at:

Harrods Mill

Street No.

50 Harrods Mill P. O. Box 1027

State Md.

Zip 21061

City Glen Burnie

Invoice Price

Attached to Bill of Sale dated _____ 19__

Interim and/or
 Equipment Schedule No. S-84-19

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Clarke Division Inv. # 25630 P. O. # 1426	FM 2000 TMD 50 LV 30	32029 2801	115V Floor Polisher Wet/Dry Vac. Pad Driver Hose Wand Assembly 14" carpet Tool	
Total				\$

(Attach All Vendor Invoices)

525 THE 365

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation Page No. 1 of 1 total pages

Attached to Bill of Sale dated _____, 19____

Interim and/or
Equipment Schedule No. S-84-29

Approved by _____
(Lessee to initial each page)

Equipment located at: Harundale Mall

Street No. 50 Harundale Mall State Md. Zip 21061
City Glen Burnie County _____

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Hotsy of Maryland Inv. # D-5011 P. O. # 1434	842	H1106/0284	1 Hotsy High Pressure Hot Water Cleaner Less discount 1 2KW Generator 1 Generator Kit and belts 1 Heavy Duty Battery 1 Nutting Cart Front Wheel Swivel Wheels 2 Hose Reels 40 Ft. Extra Hose, 3 Nozzles Filing fee Freight	
Total				\$ _____

(Attach All Vendor Invoices)

525 366

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation
 Page No. 1 of 1 total pages
 Approved by [Signature]
 (Lessee to initial each page)
 Equipment located at: Harundale Mall
50 Harundale Mall
Glen Burnie Md. 21061
 State Md. Zip 21061
 Street No. 50 Harundale Mall
 City Glen Burnie

Attached to Bill of Sale dated 19
 Interim order # S-84-36
 Equipment Schedule No.

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Clakre Div. Inv. # 26490 P. O. # 1426	LV 30	2506	1 Litter Vac.	
See I.E.S. No. S-84-19 for equipment.				
(Attach All Vendor Invoices)				Total \$ <u>525.00</u>

SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation Page No. 1 of 1 total pages

Approved by _____
(Lessee to initial each page)

Equipment located at: Harundale Mall

Street No. _____
City Glen Burnie State Md. Zip 21065
County Harundale Mall

Attached to Bill of Sale dated 19
Interim order # S-84-51
Equipment Schedule No. _____

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Motorola Inv. # M0801722 P. O. # 1490	H33LCU3124AN NLN7646A NLN7694A		2 5 Watt VHF Radio with options 2 Rapid chargers 2 Rapid Batteries Freight	
(Attach All Vendor Invoices)				Total

525 368

MARYLAND NATIONAL LEASING CORPORATION
 SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation

Attached to Bill of Sale dated
 June 18, 1984
 Interim and/or
 Equipment Schedule No. S-84-66

Page No. 1 of 1 (total pages) *AMK*
 Approved by *[Signature]*
 (Lessee to initial each page)
 Equipment located at:
 Harwoodale Mall

Street No. _____
 City Glen Burnie State Md. Zip 21061
 50 Harwoodale Mall
 County

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Clarke Div. Inv. # 12604 P. O. # 1426	LV30	002842	1 Litter Vac see Schedule S84-19) Freight	
(Attach All Vendor Invoices)				Total

525 369

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee THE SARATOGA EQUIPMENT CORPORATION

Page No. 1 of 1 total pages

Approved by _____ (Lessee to initial each page)

Equipment located at: Harundale Mall - 50 Harundale Mall

Street No. Glen Burnie City Anne Arundel State MD Zip 21061

Attached to Bill of Sale dated _____, 19____
 Interim and/or C-86-48
 Equipment Schedule No. _____

Manufacturer and/or Vendor Name & Invoice No	Model No.	Serial No.	Description	Invoice Price
Siems Rental & Sales Co. 3925 Washington Blvd. Baltimore, MD 21227 Invoice No.: 57129 P.O. No.: 1942	PLC36PDC	1485-99005	1 - Genie Personnel Lift Freight	
Total				1

(Attach All Vendor Invoices)

525-370

MARYLAND NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: THE SARATOGA EQUIPMENT CORPORATION

Attached to Bill of Sale dated _____, 19____

Interim and/or Equipment Schedule No. C-86-146

Page No. 1 of 1 total pages

Approved by MA

(Lessee to initial each page)

Equipment located at:
Harundale Mall Inc.

Street No.

Glen Burnie,

Anne Arundel County

MD 21061

State Zip

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Motorola, Inc. Invoice #466743 P.O. # 1994		605ALL0229 605ALL0230 605ALL0231 605ALL0232	4-Expo Radios 20 Watt 4-Delete TX 4-Delete RX 4-Med. Duty Batteries 4-Cases w/belt 2-Nicad Spare Batteries 1-6 Unit Desktop Charger 1-120 Vac Cable DELIVERY	
(Attach All Vendor Invoices)				Total

525 01371

MARYLAND NATIONAL LEASING CORPORATION
 SCHEDULE OF EQUIPMENT

Lessee: THE SARATOGA EQUIPMENT CORPORATION
 Page No. 1 of 1 total pages

Attached to Bill of Sale dated _____, 19____
 Interim and/or C-86-170
 Equipment Schedule No. _____

Approved by _____
 (Lessee to initial each page)
 Equipment located at:
 Harundale Mall, 50 Harundale Mall
 Street No. _____ State MD 21061
 Glen Burnie, Anne Arundel County Zip
 City

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Advance Machine Co. Invoice # 72666 P.O. # 1988		105295	1 - Whirlamatic 2000	
Total				\$

(Attach All Vendor Invoices)

525 372

MARYLAND NATIONAL LEASING CORPORATION
 SCHEDULE OF EQUIPMENT

Lessee: The Saratoga Equipment Corporation Page No. 1 of 1 total pages MM
 Attached to Bill of Sale dated 19 Approved by _____
 Interim and/or P-85-49 (Lessee to initial each page)
 Equipment Schedule No. Harundale Mall
 Equipment located at: _____
 Street No. _____
 City 50 Harundale Mall State Md. Zip 21061
Glen Burnie Anne Arundel County

Manufacturer and/or Vendor Name & Invoice No.	Model No.	Serial No.	Description	Invoice Price
Executone/Atlantic Inv. # 157824 P. O. # 1661			Executone Encore 616 Telephone System including: 1 KEY SERVICE UNIT 1 POWER SUPPLY 1 TONE GENERATOR 1 CENTRAL PROCESSOR UNIT 1 T11428 SURGE PROTECTOR 1 4-PORT CENTRAL OFFICE LINE CARD 2 4-PORT STATION CARDS 1 DIRECT STATION SELECTOR 8 STANDARD 616 ELECTRONIC TELEPHONES 1 CUSTOMER OWNED ANSWERING MACHINE INSTALLED	
			(Attach All Vendor Invoices)	Total \$

525 373

525 371

FINANCING STATEMENT

1 To Be Recorded in the Land Records at _____
 2 To Be Recorded among the Financing Records at Anne Arundel County
 3 Not subject to Recordation Tax.
 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5 Debtor(s) Name(s): Technology Leasing Associates Address(es): _____
 Location of Equipment: 121 Cathedral Street, Annapolis, Maryland 21401

6 Secured Party: Maryland National Bank Address: Department Community Loan Unit
Attention: Linda Edwards 500-501
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXX XXXXXXXXXXXXXXX

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and acccessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and acccessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

N/A

H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property): (Continued on Schedule A)

Debtor: Technology Leasing Associates Secured Party: Maryland National Bank
 By: Richard E. Walters (Seal) By: Debra L. Phipps (Seal)
Richard E. Walters, General Partner
 By: Moodyspaw (Seal) Debra L. Phipps, Branch Officer
Leonard E. Moodyspaw, General Partner

207-95 REV. 1/95
 By: M. W. Offutt (SEAL)
M. Wilson Offutt, IV, General Partner

MAR 1995
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

4537148-1003-271

TECH LEASING
SCHEDULE A

525 375

<u>Quantity</u>	<u>Description</u>
1	work bench
1	lab work bench
1	shelving
1	flat file
2	steel flat files
1	low flat file base
4	V-Grip shelving #665-6
2	V-Grip shelving #6722
4	60267 - 286(8)LG,EGA,20MB,1.2FD
4	360K-286 GRAY, MIT
4	Honeywell Bull Service C
4	Microsoft DOS 3.2 w/G.W. Ea.
1	28608L036753/01B91/060267
1	28608L036755/01B92/060267
1	28608L036757/01B93/060267
1	28608L037587/01B94/060267
1	1566 Microcentre Work Station
1	HPG01202/HP Laserjet Series II w/ Toner
1	HP Laserjet Series II 1MB MEM.
1	ZZI03603/IBM Printer Cables - Corporate
1	NUI05601//Norton Utilities
0	CPI05602/PC Tools - IBM
2	APMT0006/Apple MAC SE CPU
2	APM02106/Apple MAC SE*II Keyboard
1	APGT1207/Apple Laserwriter plus w/ toner
2	APM02001/Appletalk System Connector Kit
1	APM02004/Appletalk Connector Kit
2	ZZM01507/Dataframe 30 w/ SCSI Cable A
2	TPG03701/Tripplite Isobar 4 Plug Surge
1	MSM05101/Microsoft Word - MAC
2	ZZG02110/Mouse Pad
1	MSM05101/Microsoft Word - MAC
2	Super Paint MAC SW
2	MAC DRAFT
3	2 M BYTE UPGRADE FOR MACINTOSH SE
1	DATA FRAME 30 MB EXT. DISK

Assignment of Lease dated January 5, 1988 covering Lease Agreement dated January 5, 1988 by and between Technology Leasing Associates, ("Lessor"), and System Engineering & Development Corporation, ("Lessee").

Mail To:
Maryland National Bank
Credit Collection Unit
P.O. Box 871
Annapolis, Maryland 21404

4537148-1003-271

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 100,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s): American Glass Company, Inc. Address(es): 308 Legion Avenue
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department ACCU
Lisa Edwards Post Office Box 967 Mailstop 500-501
Baltimore, Maryland 21203

Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 8 above.

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter being, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment: All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other: All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate).

RECORD FEE	11.00
RECORD TAX	700.00
POSTAGE	CK .00
POSTAGE	.50

Debtor: American Glass Company, Inc.

Secured Party: Maryland National Bank

By: Ronald S. Lambert, Sr., President (Seal)

By: Mark T. Blizzard, Vice President (Seal)

By: _____ (Seal)
 Type name and title if any

By: _____ (Seal)
 Type name and title

128120 0345 001 109418
 04/14/88

MARYLAND NATIONAL BANK

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RECEIVED APR 1 1988

525 377

272422

FINANCING STATEMENT

1. To Be Recorded in the Land Records of _____
2. To Be Recorded among the Financing Records of State Department of Assessment and Taxation
3. Not subject to Recordation Tax
4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 100,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): American Glass Company, Inc. Address(es): 308 Legion Avenue, Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department ACCU, Post Office Box 367, Mailstop 500-501, Baltimore, Maryland 21203
Attorney: Lisa Edwards
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types of items of property and/or proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and at the same time now and hereafter from time to time be consigned, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment: All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other: All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property): (Continued on Schedule A)

Debtor: American Glass Company, Inc.
By: [Signature] (Seal)
Ronald S. Lambert, Sr., President
By: _____ (Seal)
Type Name and Title (if any)

Secured Party: Maryland National Bank
By: [Signature] (Seal)
Mark T. Blizzard, Vice President
Type Name and Title

MARYLAND NATIONAL BANK

0071340

WILLIAM M. SIMMONS
ATTORNEY AT LAW
135 GORMAN STREET
P. O. BOX 2266
ANNAPOLIS, MD 21404

17810 & cords

273127

525 378

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Statement Records of State Department of Assessment & Taxation
- 3 Not subject to Recordation Tax
- 4 Recordation Tax has been paid on the principal amount of \$ 400,000 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) _____ Address(es) _____
 MARTIN STREET, INC. c/o Donald R. & Elaine S. Zuchelli
 1620 Bay Head Road
 Annapolis, Maryland 21403

6. Secured Party _____ Address: Real Estate and Mortgage Division
 MARYLAND NATIONAL BANK ~~1000 Street~~ P.O. Box 871
 Attention: Harrell D. Copeland ~~Five Five~~ Annapolis, Md. 21404
 (REIG) ~~Baltimore Maryland 21202~~

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 11, 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s) _____ Secured Party
 MARTIN STREET, INC. MARYLAND NATIONAL BANK

BY: Donald R. Zuchelli (SEAL) By: Harrell D. Copeland (SEAL)
Donald R. Zuchelli, President Harrell D. Copeland
Ronald L. Zuchelli (SEAL) Vice President
 Type name and title

Mr. Clerk _____

11-52

525 4379

SCHEDULE "A"
LEGAL DESCRIPTION

ALL THAT lot or parcel described according to the survey and plat thereof made by Clarence F. Shelley and Company, Civil Engineers on October 12, 1927, namely:

BEGINNING for the same at the corner formed by the intersection of the North side of East Street with the East side of Martin Street, and running thence along the said side of Martin Street North $26^{\circ} 14' 40''$ West, 54.26 feet to a point in the divisional line between the property hereby described and that immediately adjoining thereto on the North; thence running with said divisional line North $64^{\circ} 11' 30''$ East, 55.88 feet to a point at the end of the North $34^{\circ} 58' 30''$ West 8.16 foot line of the description contained in a Deed dated July 26, 1937 and recorded among the Land Records of Anne Arundel County, Maryland in Liber FAM No. 168, folio 82; thence running with the said last mentioned line reversed, South $34^{\circ} 58' 30''$ East, 8.16 feet to a point at the beginning of said last mentioned line; thence running with said last mentioned line, reversed, South $5^{\circ} 01' 10''$ East, 61.08 feet to a point on the said side of East Street; thence running with the said side of East Street South $81^{\circ} 28' 20''$ West, 36.76 feet, to the point of beginning containing approximately 2,888 square feet or 0.066 acre.

THE BEARINGS in the above description are referred to the true meridian through the origin of a system of rectangular coordinates located at $38^{\circ} 55'$ North latitude at $76^{\circ} 35'$ West longitude. The improvements thereon being known as No. 8 Martin Street, Annapolis, Maryland.

FILE NO. 525 PAGE 380

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor's Name (and address) Phelps Brothers Equipment Rental, Inc. Box 66, Lokus Road Odenton, MD 21113	2. Secured Party's name and address Deutsche Credit Corporation One Penn Center West Suite 201 Pittsburgh, PA 15276	3. Maturity Date (if any) For Filing Officer, Term, Term and Filing Office FILING FEE \$1.00 STATE .50 TOTAL FILING FEE \$1.50
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4. This statement refers to original Financing Statement bearing File No. 255704
 Filed with: Ann Arundel Co MD Date Filed: 2/27 1985

5. Continuation. This original financing statement continues the financing between the foregoing Debtor and Secured Party covering the same collateral as this statement.
 6. Termination. Issued after an earlier financing statement covering the following collateral has been filed.
 7. Assignment. The secured party's right under the financing statement bearing the number shown above to the property described in item 10 hereof has been assigned to the assignee whose name and address appears in item 10.
 8. Amendment. Financing statement bearing file number shown above is amended to set forth item 10.
 9. Release. Secured party releases the collateral described in item 10 from the financing agreement bearing the number shown above.
 10.

No. of additional sheets presented:

Deutsche Credit Corporation

By: *[Signature]* Signature of Debtor (necessary only if item 5 is applicable)
 By: *[Signature]* Signature of Secured Party

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 3-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 250876 recorded in
Lib: 470 Folio: 457 on 2/10/84 at AA Co. Md.

1. DEBTOR(S):

Name(s) Andrew Gemeny and Son Marine Corporation
Address(es) 7074 Bombe Beach Road, Annapolis, Md. 21401

2. SECURED PARTY

Name Maryland National Bank
Address 8400 Baltimore Blvd. College Park Md. 20740

Person and Address to whom Statement is to be returned if different from above:
Maryland National Bank, P.O. Box 17068, Baltimore, Md. 21203, M/A 090159 Attn: A. Singh

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Secured Party's address changed to:
7178 Columbia Gateway Drive
Columbia, Md. 21046

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company.
type name of Company and Name and Title of

SECURED PARTY

Maryland National Bank
By Anjana Singh
Anjana Singh, Retail Finance Officer
(Type, Name and Title)

10 20 30

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 206499 recorded in
Liber 509 Folio 366 on 3/10/87 at A.A. Co. Md.

1. DEBTOR(S):
 Name: Berman Yacht Sales, Inc.
 Address: 7700 Water Oak Point Road, Pasadena, Md. 21122

2. SECURED PARTY:
 Name: Maryland National Bank
 Address: 225 N. Calvert Street, Baltimore, Md. 21202
Maryland National Bank P.O. Box 17068, Baltimore, Md. 21203
M/S 090159 Attn: A. Singh
 Person and Address to whom Statement is to be returned if different from above:

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Secured Party's address changed to:
7178 Columbia Gateway Drive
Columbia, Md. 21046

9. SIGNATURES.

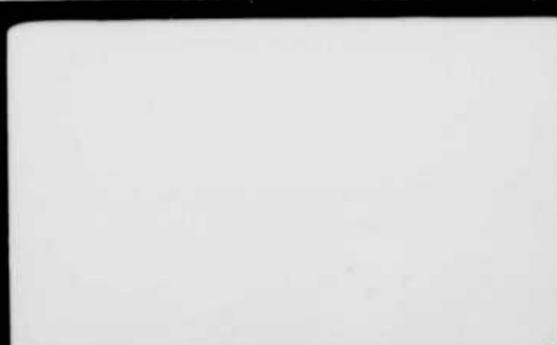
SECURED PARTY

Maryland National Bank
By Anjana Singh
Anjana Singh, Retail Finance Officer
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of

10.00



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-128 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 246043 recorded in
Libe: 460 Folio 105 on 3/24/81 at A.A Co., Md.

1. DEBTOR(S):
 Name(s) Annapolis Yacht Sales, Inc.
 Address(es) 319 Sixth Street, Annapolis, Md. 21403

2. SECURED PARTY:
 Name Maryland National Bank
 Address 1714 West Street, Annapolis, Md. 21401
Maryland National Bank, P.O. Box 17008 Baltimore, Md. 21203
 Person and Address to whom Statement is to be returned if different from above:
M/S 090159 Attn: A. Singh

Check mark below indicates the type and kind of Statement made hereby
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Secured party's address changed to:
7178 Columbia Gateway Drive
Columbia, Md. 21046

9. SIGNATURES

<p>_____ _____ _____ _____</p> <p style="text-align: center;">DEBTOR(S)</p>	<p style="text-align: center;">SECURED PARTY</p> <p style="text-align: center;">Maryland National Bank</p> <p>By <u>Anjana Singh</u> <u>Anjana Singh, Retail Finance Officer</u> (Type, Name and Title)</p>
--	---

16. 8/2
(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of



Check if applicable TO BE RECORDED IN THE LAND RECORDS

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

Maturity date (if any):

1. Debtor(s) Name (Last Name First) Rhode River Marina, Inc.	2. Debtor(s) Complete Address(es) 3932 Germantown Road Edgewater, MD 21037
3. & 4. Secured Party (ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION 7310 Ritchie Highway Glen Burnie, Maryland 21061	5. & 6. Assignee (s) of Secured Party (ies) and Complete Address(es)

7. This financing statement covers the following types (or items) of property: (Describe)

amt 386, 4 meg memory s/n 20011387/ 2 mps 40 printers s/n Z7008761 & Z7008820/ 1 45 printer s/n 5004109/ 1 40 printer parallel/ 1 Premier-5 Daisey s/n CY130509/ 3 Wyse terminals & keyboard/ plus Bluewater F & I, Accounting and parts & accessories software.

8a. Proceeds are also covered. 8b. Products of collateral are also covered. No. of additional sheets presented:

Filed with Circuit Court Clerk of Anne Arundel County County; Other _____

9. Transaction is (X), is not (), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____

10. This statement to be returned after recordation to Secured Party, shown above or to _____

Signature(s) of Debtor(s) Rhode River Marina, Inc.	Signature(s) of Secured Party (ies) or Assignee(s) General Motors Acceptance Corp.
<i>Brian A. Conner</i> Brian conner FILING OFFICER COPY	<i>W. H. Hamill, Jr.</i> W. H. Hamill, Jr. Asst. Treas.

Type or Print Names Clearly Below Signature.

GMAC UCC1 MH 4-74

NOT FOR PUBLICATION

RECORD FEE
CK 11.00
50
04/14/85

272A29

525 PAGE 385

FINANCING STATEMENT FORM UCC-1 576

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DENNIS KING
Address 65 SUMMERHILL ROAD, CROWNSVILLE, MD. 21980

2. SECURED PARTY

Name STATE SALES & SERVICE CORP.
Address 7160 AMBASSADOR ROAD, BALTIMORE, MARYLAND 21207

Return For FCA, P.O. Box 508, Balto., Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 3-3111,3977,2852 BIG CHOICE CRANE-1 BAY BETSON
- 1-10792 DOUBLE PLAY C/TOP MERIT
- 1-26143 ROWE WALL BOX ROWE
- 1-73720 MERIT 9 INCH C/TOP MERIT
- 1-1396 ROWE 1015 CLASSIC PHONOGRAPH W/BA ROWE
- 3-1128,1127,1126 TECHN A CD-10 SPEAKERS/PAIR TECHN A

RECORDED FEE 25.00
POSTAGE OK .50
MILLARD STETSON 11/21/64

ASSIGNEE OF SECURED PARTY: The Finance Company of America Ltd. Partnership
P. O. Box 508, Baltimore, Maryland 21203

CHECK THE LINES WHICH APPLY

272430

FILE 525 PAGE 386

THE FINANCIAL STATEMENT (required by a filing officer for filing pursuant to the Uniform Commercial Code) Debtor's Name, Trade Name and Address: Aytekın Ulgen, M.D., P.A. 7845 Oakwood Road Glen Burnie, MD 21061	No. of Articles (Party's Name) Special Particular Names and Addresses: COPELCO LEASING CORPORATION ONE MEDIQ PLAZA PENNSAUKEN, NEW JERSEY 08110	The Office is a Recording Office Filing Office Code: Penn. 00-5365-0 FILING FEE: 11.00
---	--	--

See UCC-5a attached hereto and forming a part hereof for complete equipment description.
 SUPPLIER: Pace Software; 29 Susquehanna Ave. Towson, MD 21204

Product of the Debtor's (or his) course LEASE NO. 00-5365-0
 Debtor's (or his) course

Name & Street City State Zip	If a filing fee is required, the amount of the fee is \$_____. <input checked="" type="checkbox"/> Debtor's (or his) course
---------------------------------------	--

AYTEKIN ULGEN, M.D., P.A.

[Signature]
 Aytekın Ulgen, M.D.

COPELCO LEASING CORPORATION

[Signature]
 DORIS A. FRDMAN, Asst. Secty.

525 REC 387

UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-5a

1) Page 1 of 1

Important: Read Instructions on Back Before Filing Out Form Addition Sheets

2) Debtor(s) (Last name, first and address)	3) Secured Party(ies), names and address(es)	4) For Filing Officer
Aytakin Ulgen, M.D., P.A. 7845 Oakwood Road Glen Burnie, MD 21061	Copeleo Leasing Corporation One MEDIQ Plaza Pennsauken, New Jersey 08110	

5) This Additional Sheet covers the following Additional Types (or Items) of Property:

- 1 IBM System/2 Model 60-041 (1MB RAM, 44MB Disk, 1.44MB Diskette)
- 1 IBM System/2 Model 30-002 (-640KB RAM, 2-720K Diskette)
- 2 IBM Personal System/2 Color Display
- 1 Novell Network (Additional 1MB RAM)
- 2 Baseband Adjusters
- 1 IBM Proprinter XL (200 cps, 15" carriage, NLQ)
- 1 IBM Proprinter II (240 cps, small carriage, NLQ)
- 2 Printer Cables
- 2 Power Surge Protectors
- 2 IBM DOS 3.3
- 1 Blue Shield & Medicare Transmission (one time set-up fee)
- 20 High Density Diskettes (10 @ 1.44MB)
- 1 Codex Modem & Cable
- 1 "Crosstalk" Communications Software
- PACE Physician's Management System
- Customized Statement & Charge Ticket

Hardware Installation (Testing, Delivery and Set-Up)

Software Maintenance

272432

525 PAGE 389

1. Debtor's Name (Print name and address)	2. Debtor is a Transacting Unit	3. No. of Additional Parties Requested
James & Joyce Cary 4935 Arctic Terrace Rockville, MD 20853	Trans-American Leasing Corp. The Steffey Bldg., Ste. 200B 407 Crain Highway Glen Burnie, MD 21061	4. For Filing Office Use: Title, Number, and Filing Office DEPOSIT FEE 10.00 POSTAGE .50 TOTAL FEE 10.50

5. This financing agreement covers the following type(s) of general property:

Certificate of Deposit Account held at Irvington Federal Savings & Loan Association # 02-250000777.

Filed with Anne Arundel County.

Proceeds of collateral are also covered.

Products of Collateral are also covered

Whichever is Applicable (See Instruction Number 9)	James & Joyce Cary <i>James & Joyce Cary</i> Signature(s) of Debtor (Or Assignee)	Trans-American Leasing Corporation <i>Bruce J. Winter</i> Bruce J. Winter, District Leasing Signature(s) of Secured Party (Or Assignee) Mgr.
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L/22/87

525 PAGE 390

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 422 Page No. 309
Identification No. 231235 Dated 2/19/80

1. Debtor(s) Ramsey, Inc. T/A Berlitz Mare
Name or Names - Print or Type
P.O. Box 70 5910 Vacation Lane Deal, Md. 20751
Address - Street No. City - County State Zip Code

2. Secured Party First National Bank of Maryland
Name or Names - Print or Type
6704 Curtis Court Glen Burnie, Md. 21061
Address - Street No. City - County State Zip Code

3. Maturity Date (if any)

4. This Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise).

109

Dated: October 23, 1987

First National Bank of Maryland
(Name of Secured Party)
Shirley A. Weston
(Signature of Secured Party)
Vice President
Type or Print (Include Title if Company)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 411 Page No. 364

Identification No. Date 7/20/79

1. Debtor(s) Thomas Joseph Eichelberger
T/A Captain's Choice Marine
P.O. Box 416, Annapolis, A.A., Maryland 21032
512 Little John Hill, Sherwood Forest, A.A., Md.
Address—Street No. City—County State Zip Code

2. Secured Party First National Bank of Maryland
Name or Name—Part or Exe
18 West Street, Annapolis, A.A., Md. 21401
Address—Street No. City—County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) TERMINATION</p>

150

Dated: 4/6/88

FIRST NATIONAL BANK OF MARYLAND
Name of Secured Party

Peggy A Hall
Signature of Secured Party

Peggy A. Hall, Asst. Vice Pres.
Type or Print (Include Title if Company)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 452

Page 54

Identification No. 243467

Date 7/23/82

1. Debtor(s)) Captain's Choice Marine, Inc. and Thomas J. Eichelberger t/a Captain's Choice Marine
P.O. Box 416
1335 Generals Highway, A.A., Crownsville, Md. 21032

2. Secured Party) The First National Bank of Maryland
18 West Street, A.A., Annapolis, Maryland 21401

3. Maturity Date of Debt

4. Check Applicant's Signature

<p>A. Continuation This statement continues information provided in the original financing statement between the debtor and secured party.</p>	<p>B. Partial Release If the secured party is releasing all or part of the collateral, the secured party must check this box.</p>
<p>C. Assignment If the secured party is assigning the debt to another secured party, the secured party must check this box.</p>	<p>TERMINATION</p>

16-50

Dated 4/6/88

FIRST NATIONAL BANK OF MARYLAND

Name of Secured Party
Peggy A Hall
Signature of Secured Party

Peggy A. Hall, Asst. Vice Pres.
Type or Print (Include Title if Company)

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 3/28/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hartford Rentals Service, Inc.
Address 731 Baltimore Pike, Bel Air, MD 21041

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
Des Moines, Iowa 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 750 MFWD Compact Utility Tractor
S/N CH0750S026063
- New John Deere #67 Front Loader w/54" bucket
S/N TY0067A015467

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Hartford Rentals Service, Inc.
(Signature of Debtor)

Hartford Rentals Service, Inc.
Type or Print Above Name on Above Line

Elliot Deutsch
(Signature of Debtor)

Elliot Deutsch
Type or Print Above Signature on Above Line

(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

Handwritten initials

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 3/30/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert S. Rawlinson
Address 1439 Gilbert Rd., Arnold MD 21012

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa 50265
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- JD F935 Front mower
S/N M0F935X475630
- JD 60" mower
S/N M01052X575684
- JD 54" front blade
S/N M00043B525721
- JD 3 bag collection system

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert S. Rawlinson
(Signature of Debtor)

Robert S. Rawlinson
Type or Print Above Name on Above Line

(Signature of Debtor)

Robert S. Rawlinson
Type or Print Above Signature on Above Line

(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

1/520

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 3/28/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A B C Rental Center
Address 8801 Belair Rd, Baltimore, MD 21236

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa, 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 JD 855 MFWD Compact Utility Tractor
S/N M00855D436801
- 1 JD #70 Front Loader w/54" Bucket
S/N W00070X000115
- 1 Bradco 8 LD Backhoe w./15" bucket
S/N 88LDT783

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

ABC Rental Center
(Signature of Debtor)

Type or Print Above Name on Above Line

Martin L. Johnson Jr.
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

Handwritten initials

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. XXXXX (Last Name First and Address(es)) Lessee American Telephone & Telegraph Company 550 Madison Avenue New York, NY 10007	2. XXXXX (Name(s) and Address(es)) Lessor MISSO Services Corporation 5201 Lessburg Pike 3 Skyline Place, Suite 1200 Falls Church, VA 22041	3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. Filing Office, Date, Time, No. Filing Office
5. This Financing Statement covers the following types for items of property: Electro-Rep, Codex and AT&T Equipment as listed on attached Equipment Description Sheet, leased by Lessor to Lessee under Equipment Schedule #23 through #25. This filing is for informational purposes only. The parties intend the transaction to represent a true lease. *Not subject to recordation tax. <input type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es) United Computer Capital Corporation 550 East Genesee Street Syracuse, NY 13202 <input type="checkbox"/> The secured party is financing or is not power of. <input type="checkbox"/> The secured party will be not be allowed to. <input type="checkbox"/> The parties to be not be holders of the file. <input type="checkbox"/> Including to and not to. <input type="checkbox"/> Describe Real Estate below.
8. Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		9. Name of a Record Owner

No. & Date: _____ Town or City: _____ County: _____ Section: _____ Block: _____ Lot: _____

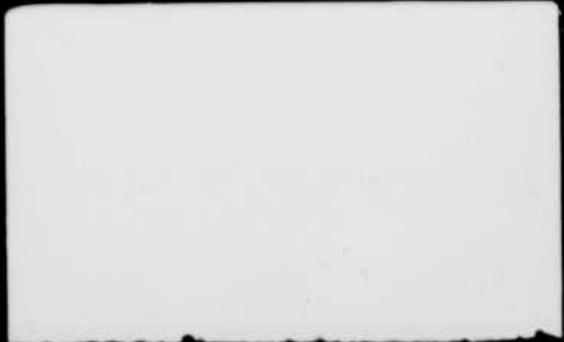
10. This statement is filed without the debtor's signature to perfect a security interest in collateral. Check appropriate box:
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction.
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

AMERICAN TELEPHONE & TELEGRAPH COMPANY BY AT&T COMMUNICATIONS, INC.
 By _____ Signature(s) of XXXXX Lessee
 Matthew E. Perry, Asst. Staff Manager

MISSO SERVICES CORPORATION
 By _____ Signature(s) of XXXXXXXXXXXX Lessor
 Michael A. Ferrell, Vice President

16/72 STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

Handwritten mark



Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$477,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: April 8, 1988

FINANCING STATEMENT

1. Debtor:	Address:
ADVENTURES IN HOME BUILDING, LTD.	P.O. Box 1071 Severna Park, Maryland 21146

2. Secured Party:	Address:
SIGNET BANK/MARYLAND	P.O. Box 1077 Baltimore, Maryland 21203

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

Handwritten mark



- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Signet Bank/Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

ADVENTURES IN HOME BUILDING, LTD.

SIGNET BANK/MARYLAND

By *Richard E. Polk*
Richard E. Polk President

By *Engelwood Midway*
Vice President

ADV743.198 E3

NORTHCO TITLE CORPORATION
 7419 Baltimore-Annapolis Blvd.
 P. O. Box 1330
 Glen Burnie, Maryland 21061

Legal Description

Exhibit A

Parcel No. 1: Beginning for the same where the North line of the conveyance from Elizabeth Gross Thomas to Lushia Nolley which Deed is to be recorded among the Land Records of Anne Arundel County, intersects the East shore line of Kitty Duvall Creek; and running from the beginning point so fixed and with the shore line of Kitty Duvall Creek, North 18 degrees 32 minutes West 26.7 feet; thence leaving the shore line and running across part of the property subdivided among the Gross heirs and described in a Deed recorded among the Land Records of Anne Arundel County in Liber S.H. No. 20, folio 144, North 75 degrees 37 minutes East 345.38 feet to a pipe set in the fourth line of the above mentioned conveyance from Thomas to Nolley; thence with part of the fourth line and all of the third line of the last mentioned conveyance, South 17 degrees 07 minutes East 25 feet and South 75 degrees 37 minutes West 336 feet to the place of beginning. Being part of Lot No. 6 as designated on a Plat by J. Carson Boush in 1908 and allocated to Augusta Gross and subject to the use in common of a 10 foot Right-of-Way as now established 148 feet long, running along and West of the Easternmost line of the Elizabeth Gross 1.36 acre tract to the twenty-two foot private road, all as shown on the above mentioned plat and as surveyed by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in July, 1946.

Parcel No. 2: Beginning for the same at an iron pipe set at the same beginning point as described in a conveyance from Dorcas Gross to Benjamin Gross by deed dated March 31, 1913, and recorded among the Land Records of Anne Arundel County in Liber G.W. 98, folio 94; and running from thence and with the west side of a 10 foot right-of-way leading to the property now owned by Lushia Nolley, South 18° 32' East, 182 feet to a pipe; thence with part of the north line of Nolley's land, South 72° 53' West, 10 feet, thence by straight line parallel with the first line in this description to a point on the south side of the 22 foot road in the aforementioned conveyance from Gross to Gross; thence with said south side of said road in a northerly direction 10 feet, more or less, to the point of beginning.

BEING a 10 foot strip of land lying along and contiguous to the 10 foot right-of-way mentioned in the deed from Benjamin Gross and wife to the said William Gross, dated the 27th day of December, 1948, and recorded among the Land Records of Anne Arundel County in J.H.H. No. 527, folio 146, which by deed dated December 10, 1949, was conveyed to James G. Dashiell and Annie C. Dashiell, his wife, and Lushia Nolley and Dorothy Nolley, his wife, by William Gross, said deed having been recorded among the Land Records of Anne Arundel County at Liber 550, folio 100.

The aforesaid 10 foot strip of land, is subject to an easement for road purposes running with said land; the purpose of the aforementioned deed dated December 10, 1949, and recorded among the Land Records of Anne Arundel County at Liber 550, folio 100, being to add to 10 additional feet to the original right-of-way for more convenient ingress and egress to the lands of the said James G. Dashiell and Annie C. Dashiell, his wife, and Lushia Nolley and Dorothy Nolley, his wife, their heirs and assigns.

Exhibit B

Parcel No. 1: Beginning for the same at a point set in the South outline of the whole 28 acre tract subdivided among the Gross heirs and described in a Deed recorded in the Land Records of Anne Arundel County in Liber S.H. 39, folio 441, said beginning point being at the Southeasternmost corner of the Lot allocated to Augustus Gross and designated on the Plat made by J. Carson Boush in 1908 as Lot No. 6; thence from said beginning point and continuing with the South line of said Lot No. 6 as corrected and adjusted, South 76 degrees 13 minutes West, 615 feet to a pipe set on the shore of Kitty Duvall Creek; thence with the shore line of same, North 34 degrees 57 minutes West 50 feet to an iron pipe; thence running through a part of aforesaid Lot No. 6, North 75 degrees 37 minutes East, 336 feet to an iron pipe; and thence North 17 degrees 07 minutes West 33.75 feet to intersect the North line of said Lot 6 at a point where the division line between the lot allotted to Eliza Gross and the one allotted to Dorothy Gross intersects the said North line; thence with the division line between Lot No. 6 and Dorothy Gross's lot, North 72 degrees 53 minutes East 290 feet to the Northeast corner of the first mentioned Lot 6, and thence with the East side of said Lot No. 6 South 18 degrees 32 minutes East 100 feet to the place of beginning. Containing 0.86 acres together with the use in common of a 10 foot right-of-way leading from the Northeasternmost corner of the property herein described to a 22 foot private roadway laid out at the time of the subdivision of the whole first mentioned 28 acre tract. The herein described lot shall also have a right-of-way over the 22 foot private road to the County road leading from Annapolis to Highland Beach, in accordance with a survey made by J.R. McCrone, Jr., Reg. Professional Engineer and Land Surveyor.

Parcel No. 2: Beginning for the same at an iron pipe set at the same beginning point as described in a conveyance from Dorcas Gross to Benjamin Gross by Deed dated March 31, 1913 and recorded among the Land Records of Anne Arundel County in Liber G.W. 98, folio 94; and running from thence and with the West side of a 10 foot right-of-way leading to the property now owned by Lushia

1105-19246

28/3

Nolley, South 18 degrees 32 minutes East 182 feet to a pipe; thence with point of North line of Nolley's land South 72 degrees 53 minutes West 10 feet, thence by a straight line parallel with the first line of this description to a point on the South side of the 22 foot road in the aforementioned conveyance from Gross to Gross; thence with said South side of said road in a Northerly direction 10 feet more or less to the point of beginning.

Being a 10 foot strip of land subject to an easement for road purposes running with said land.

04105-19246

3 / 3

FINANCING STATEMENT

Identifying File No.

ALL INFORMATION MUST BE TYPED OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here: \$

If this statement is to be recorded in land records check here:

This financing statement dated 03/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Armiger Appliance, Inc.
Address 635 Baltimore-Annapolis Blvd.
Severna Park, MD 21146

2. SECURED PARTY

Name Lennox Industries, Inc.
Address 1711 Olentangy River Road
Columbus, OH 43212

Person And Address To Whom Statement Is To Be Returned If Different From Above
NCS, Inc. P.O. Box 24101 Cleveland, OH 44124

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Purchase Money Security Interest in all goods, merchandise and inventory now or hereafter acquired by Debtor from Secured Party which are furnished or to be furnished under any contract of service or used and consumed in the Debtor's business, and all proceeds and products of the foregoing.

Name and Address of Assignee

NOTE: Not Subject to Recordation Tax

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Type or Print Above Signature on Above Line

11-80

- Not Subject to Reconciliation Tax
- Subject to Recordation Tax, Principal Amount is \$ 24,940.00
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other ANNE ARUNDEL

NAME	ADDRESS	State
1. Debtor(s)	Street	City
RELIABLE REFUSE COMPANY	476 Maple Leaf Drive	Edgewater, Md. 21037

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: Lucy Fletcher

Type Name: Lucy Fletcher

Title: Assistant Manager

Debtor(s) or Assignor(s)

RELIABLE REFUSE COMPANY

BY: Carl E. Doss
Carl E. Doss, Partner

BY: Donna Miller
Donna Miller, Partner

Type or Print Name and Title of Each Signature

SCHEDULE A

FINANCING STATEMENT

RELIABLE REFUSE COMPANY
476 MAPLE LEAF DRIVE
EDGEWATER, MD 21037

Loadmaster LM 120-20 Cu. Yd. & 3.2 Cu. Yd. Hopper w/1-2-3- yd. reeving
container system, high deflector 16216, integral mount pump, container
stop, hopper night light

SERIAL #88L0222

RELIABLE REFUSE COMPANY

BY: Carl E. Doss

Carl E. Doss, Partner

BY: Donna Miller

Donna Miller, Partner

(d) all contract rights of and from the herein described property or any part thereof.

- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

W.F. UTZ CONSTRUCTION COMPANY,
INC.

By: William F. Utz
William F. Utz, President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By: Jacqueline M. Gaver
Jacqueline M. Gaver,
Vice President

WFUTZ406.161 K1

SCHEDULE A

Being known and designated as Lot Nos. 20, 25, 26, 27, 34, 43, 44, 47, 48, 49, 50, 51, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 135, 136 and 137 as shown on Plats entitled, "Plat One, Two and Three of Harbor Valley Estates", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 98, pages 48, 49 and 50.

07576-19150

272412

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at MD STATE & ANNE ARUNDEL COUNTY
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 300,000. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Russell William Ltd. Address(es) 1710 Midway Road Odenton, MD 21113

6. Secured Party Maryland National Bank Address Department West Shore Collateral Unit
 Attention Claude Patrick Post Office Box 987 Mailstop 500-271
 Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property
- A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral for Real Property," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A)
"G. D. Tool & Automation Co. Dual Laser Cutting System, Serial #4167"

Debtor Russell William, Ltd. Secured Party Maryland National Bank
 By: [Signature] (Seal) By: [Signature] (Seal)
 Type name and title, if any Russell K. Winter, President
 By: [Signature] (Seal) Glenn L. Wilson, Vice President
 Type name and title, if any Thomas D. Harvey, Vice President
 Secretary

MARYLAND NATIONAL BANK

207-95 REV. 1/86

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 987
 Annapolis, Maryland 21404

3927308-2003-271

2101
 200

272413

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records of _____
- 2 To Be Recorded among the Financing Records at Clerk of the Circuit Court of Anne Arundel Cty.
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$20,500. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County Clerk of the Circuit Court

5 Debtor(s) Name(s) Sawhney Neurology Associates, P.A. Address(es) 420 South Crain Highway, Suite 3, Glen Burnie, MD 21061

6 Secured Party Maryland National Bank Address Department Maryland National Bank
XXXXXXXXXXXXXXXXXXXX P.O. Box 871
XXXXXXXXXXXXXXXXXXXX Annapolis, MD 21404

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

- 7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C Accounts: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D General Intangibles: All of the general intangibles of each Debtor (including, without limitation, in things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof).
 - E Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G Specific Equipment: All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral" and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H Other: All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral" and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
- All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property): (Continued on Schedule A)

Debtor Sawhney Neurology Associates, P.A. Secured Party Maryland National Bank

By [Signature] 3/3/00 (Seal) Pavanjit K. Sawhney, President
 By _____ (Seal) _____ (Seal)
 Type name and title, if any. Type name and title, if any. Laura R. Richardson
 Commercial Banking Officer

207-95 REV. 1-88

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

4013017-0099-071

MARYLAND NATIONAL BANK

11-143.50

CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

Date: March 8, 1988

TO: CLERK

RE:

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- | | | |
|----|--|-----------|
| 1. | Value of exempt Collateral | \$ 23,855 |
| 2. | Value non-exempt Collateral | \$ 16,294 |
| 3. | Value of Total Collateral | \$ 40,149 |
| 4. | Computation of Amount of Debt Exempt from Recordation Tax: | |

<u>Value of Exempt Collateral</u>	X	<u>Total Amount</u>	=	<u>Amount of</u>
<u>Value of Total Collateral</u>		<u>of Debt</u>		<u>Debt Exempt</u>
		<u>Secured</u>		<u>from Tax</u>
\$ 23,855	X	\$ 50,000	=	\$ 29,708
\$ 40,149				

5.	Loan Amount	-	Amount of Debt Exempt from Tax	=	Amount of Non-Exempt Debt
	\$ 50,000	-	\$ 29,708	=	\$ 20,292

6. Recordation Tax Due on Non-Exempt Debt:

Amount of Non-Exempt Debt	X	Tax Rate Per \$1,000	=	Recordation Tax Due
\$ 20,292	X	\$ 7.00	=	\$ 142.04

Debt must be rounded to nearest \$500.00, making debt amount \$20,500 - recordation tax due of \$143.50.

By: Pavanjit K. Sawhney

Pavanjit K. Sawhney, President

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 271
Annapolis, Maryland 21404

4013017-0099-271

272414

FINANCING STATEMENT

1. To Be Recorded in the Land Records.
2. X To Be Recorded among the Financing Statement Records.
3. X Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of .

5. Debtor(s) Name(s) Address(es)

20 Crain Highway, Inc. 20 Crain Highway, North
P.O. Box 728
Glen Burnie, MD 21061

6. Secured Party Address

First Federal Savings 1832 George Avenue
& Loan Association of Annapolis, MD 21401
Annapolis

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

All of the machines, apparatus, equipment, fixtures and articles of personal property of the Debtor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

20 Crain Highway, Inc.

By: John A. Blundell, PresidentAddress where Collateral
will be located:20 Crain Highway
Glen Burnie, MD 21061

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq.,
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral
Street, P.O. Box 868, Annapolis, Maryland 21404.

110030



EXHIBIT A

BEGINNING FOR THE FIRST on the Westernmost side of Light Street Road (now known as Crain Highway) at the distance of 92 feet 10 inches from the Intersection of the Westernmost side of Light Street Road and the Southernmost side of the Baltimore-Annapolis Blvd., which point of beginning is the Northeasternmost corner of Lot 1, Block No. 1 on the Plat of Glen Burnie, which Plat is recorded among the Land Records of Anne Arundel County in S.H. No. 35, folio 104, and running and binding on Light Street Road, North $30^{\circ}23'$ East 22 feet to a point, thence running North about 61° West 115 feet to a point, thence northeasterly parallel with Light Street Road 4 feet 6 inches, thence North about 61° West 35 feet to the Southeasternmost side of West alley, thence southwesterly binding on said side of West alley 26 feet 6 inches to the Westernmost corner of the whole lot owned by Oscar Berman, and thence Southeasterly binding on the Southwesternmost outline of said whole lot South 61° East 150 feet to the place of beginning.

BEGINNING FOR THE SECOND at a point on Light Street Road (now known as Crain Highway) 93 feet $1\frac{1}{2}$ inches Southwesterly from the Southwest corner or intersection of the said Light Street Road and the Baltimore-Annapolis Blvd. (sometimes called Westport Road), thence running Northeasterly and binding on the Northwest side of Light Street Road $3\frac{1}{2}$ inches, thence running North about 61° West and binding on the Northeasternmost line of Lot No. 1, Block No. 1 on the Plat of Glen Burnie (recorded among the Plat Records of Anne Arundel County in F.S.R. No. 1, folio 55) 77 feet, thence running Southwesterly and parallel to Light Street Road $3\frac{1}{2}$ inches South about 61° East and parallel to the second line of this description 77 feet to the place of beginning. Being a strip of land $3\frac{1}{2}$ inches wide running along the Southwesterly of the Northeasternmost boundary of Lot No. 1, Block No. 1 on the Plat of Glen Burnie, recorded as aforesaid. The improvements thereon being known as No. 20 Crain Highway, North.

BEING the same property described in a Deed of even date herewith from James D. Demski unto 20 Crain Highway, Inc. recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

525 413

272116

FINANCING STATEMENT

Not subject to recordation tax
\$50,000.00

1. Name of Debtor(s): Fourth Street Design, Inc.
Address: 423 Fourth Street
Annapolis, Maryland 21403

2. Name of Secured Party: Annapolis Banking & Trust Company
Address: P. O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property: All of the equipment of debtor, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions thereof, and all cash and noncash proceeds and products thereof.

5. (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s):

Fourth Street Design, Inc.

By:

Secured Party:

Annapolis Banking & Trust Co.
(Type Name of Dealership)

By:

William A. Busik, Ass't. Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11
J2

525 PAGE 414

272417

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gunther's Leasing Transport, Inc.
Address 8350 Capel Drive Pasadena, MD 21122

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road Baltimore, MD 21227
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

REGISTRATION FEE \$17.00

POSTAGE .50

#10-430 0277 FOR 11/8/10

AA

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: Gunther's Leasing Transport, Inc.
1800 Sulphur Spring Road Baltimore, MD 21227 8350 Capel Drive Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Summary. Description includes 'Three (3) 1988 International Harvester Model F9370 Conventional Tandem Axle Tractors...'. Financial summary lists: (1) TIME SALES PRICE \$242,980.65, (2) Less DOWN PAYMENT IN CASH \$-0-, (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$-0-, (4) CONTRACT PRICE (Time Balance) \$242,980.65.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Two hundred forty two thousand nine hundred eighty and 65/100...

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 8th day of May, 1988, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$5,132.18 and the final installment being in the amount of \$63,354.35

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE. BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: April 8, 1988
Accepted Beltway International Trucks, Inc. (SEAL)
By: James J. Small 5/1 (Print Name of Seller Here)

BUYER(S)-MAKERS(S):
Gunther's Leasing Transport, Inc. (SEAL)
By: Mark Gunthers, Pres. (Print Name of Buyer-Maker Here)
Co-Buyer-Maker: Mark Gunthers, Pres. (SEAL)
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)
This instrument prepared by

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

525 FILE 418

272418

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
to land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Gunther's Leasing Transport, Inc.

Address 8350 Capel Drive Pasadena, MD 21122

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Rd. Baltimore, MD 21227

Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

See attached for original signature

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line

LARRY F. KIMMEL, ADMIN. V.P.

17-50

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc.

FROM: Gunther's Leasing Transport, Inc.

1800 Sulphur Spring Rd. Baltimore, MD 21227

8350 Capel Drive Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

Five (5) 1988 International Harvester Model 8300 Single Axle Tractors, S/N's 1HSJXGEN4JMS88234 1HSJXGEN6JMS88235, 1HSJXGEN8JMS88236, 1HSJXGEN10JMS88237, & 1HSJXGEN12JMS88238

(1) TIME SALES PRICE	\$ <u>297,227.99</u>
(2) Less DOWN PAYMENT IN CASH	\$ <u>-0-</u>
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	<u>-0-</u>
(4) CONTRACT PRICE (Time Balance)	\$ <u>297,227.99</u>

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8350 Capel Drive Pasadena, MD 21122

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Two hundred ninety seven thousand two hundred twenty seven and 99/100*****

Dollars (\$ 297,227.99)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 8th day of May, 19 88, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 6,277.99 and the final installment being in the amount of \$ 77,498.34

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: April 8, 19 88

BUYER(S)-MAKERS(S):

Accepted Beltway International Trucks, Inc. (SEAL.)

Gunther's Leasing Transport, Inc. (SEAL.)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] (SEAL.)
Co-Buyer-Maker: Mark Gunther's, Pres. (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums said and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

 (Guarantor-Endorser) (L.S.) _____ (Guarantor-Endorser) (L.S.)

 (Guarantor-Endorser) (L.S.) _____ (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

of valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any amount at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes direct the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossession and/or consent to the return of the property and/or modify the terms of the contract. Pay to order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All presentations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____ 19 _____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
 _____ (Witness) By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

CLERK'S NOTATION
 Document submitted for record
 in a condition not permitting
 satisfactory photographic repro-
 duction.

325 page 4211

525 421

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (collectively called "CREDIT") its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and its warranties hereinafter set forth, the entire conditional sale contract and/or lease and/or chattel mortgage therein called "contract" dated April 8, 1988

between Bellway International Trucks, Inc. as Seller-Lessor-Mortgagor and Leasing Service's Leasing Transport, Inc. 3000 Capital Drive, Rockville, MD 21122 as Buyer-Lessee-Mortgagee

as Buyer-Lessee-Mortgagee (Name) together with the sums payable thereunder and all its right title and interest in and to the property therein described (the "Property") and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. This is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business. It contains no defective or defective agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements or covenants in the contract have been made or given. It reserves a valid, true and clear, title lien or creates a first security interest and of first lien upon the Property. The Property is free of any liens, claims, encumbrances, defenses, offsets and counter claims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties therein in accordance with its terms, we have complied, and it complies with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unamortized installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and of first lien on the Property and we subordinated CREDIT all liens and/or encumbrances statutory and/or otherwise which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all instruments received, and we give express permission to CREDIT to release by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other person obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined by certain incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, its assignment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notice of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 297,227.99
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 8th day of April 1988

Bellway International Trucks, Inc.

(Seller-Lessor-Mortgagor)
By James J. Jamell 5/11

(If corporation, print or type exact corporate name, have authorized officer sign, date and attach corporate seal. If partnership, print or type exact firm name and have one of two partners sign.)

STATE OF MARYLAND

BOOK 525 PAGE 422

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC.— FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266476

RECORDED IN LIBER 509 FOLIO 328 ON Mar 9, 1987 (DATE)

1. DEBTOR

Name Potomac Airgas, Inc.

Address 5191 Raynor Rd. - Linthicum, MD 21090

2. SECURED PARTY

Name CIRCLE BUSINESS CREDIT, INC.

Address 10585 N. Meridian St. #310 - Indianapolis, IN 46290

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>
	<p>RECORD FEE 20.00 STORAGE COST 20.00 TOTAL 40.00</p>	
	<p>Filed with Anne Arundel County Office of the Clerk of Circuit Court</p>	

Dated

4-5-88

CIRCLE BUSINESS CREDIT, INC.

(Signature of Secured Party)

CIRCLE BUSINESS CREDIT, INC.

Type or Print Above Name on Above Line

15.00

525 423

272419

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
to land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Dance Brothers, Inc.

Address 825C Hammonds Ferry Road Linthicum, MD 21090

2. SECURED PARTY

Name Leasing Service, Division of Credit Alliance Corporation

Address P.O. Box 1660, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dance Brothers, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leasing Service, Division of
Credit Alliance Corporation

(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

1350

LEASING SERVICE CORPORATION (the "LESSOR")

Division of Credit Alliance Corporation

7911 KINGSTON AVENUE • NEW YORK, NEW YORK 10017
 1800 POWELL STREET • EMERYVILLE, CALIFORNIA 94608
 220 PERIMETER PARK • ATLANTA, GEORGIA 30341
 2800 RIVER ROAD • DEWITT AINIS, ILLINOIS 60018
 P.O. BOX 96, PINE PLAZA • ORANGEBURG, NEW YORK 10962
 P.O. Box 1000, Glen Burnie, MD 21061

Telephone: 212-327-1000
 Telephone: 415-652-8037
 Telephone: 404-438-9211
 Telephone: 312-296-5500
 Telephone: 914-599-8111
 301-761-7100

LEASE NO. C-62-C5395-7

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Damon Brothers, Inc.
 8250 Lakeside Ferry Road
 Baltimore, MD 21206

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

International Business Machines Corporation
 400 E. Pratt Street
 Baltimore, MD 21202

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION
1	IBM Model 230 Central Processing Unit, 1024K DADR, 5 1/8 DISK
1	IBM Model 318 Top-Display Station 5 1/8 DISK
1	IBM Model 318 Top-Display Station 5 1/8 DISK
1	IBM Model 318 Top-Display Station 5 1/8 DISK
1	IBM Model 105 Printer 5 1/8 DISK
1	IBM Model 001 Preparator 1124, 5 1/8 DISK

IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	MONTHLY RENT	RENEWAL RENT
\$ 570.34	60	\$ 34,700.40	60	\$ 570.34	\$ 570.34

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (hereinafter called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and conditions of this lease. Lessor agrees, signed at Lessor's office by an authorized officer of Lessor, to purchase equipment from Lessor at the terms, conditions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for any reason the supplier delays in filling the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to bill to Lessee the total number of such items of equipment as delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above and listed on the schedule set forth above shall be adjusted proportionately if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably and exclusively authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or included in the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor, at its option, may terminate the lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessor shall be liable for Lessor's damages or expense, hereby, which, for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessee and ends upon the expiration of the number of months specified above and the initial lease term after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or 4-11-88, whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to return to its own warehouse or other place of storage or to Lessor, if any, which may be made by the supplier to Lessor or Lessor. Notwithstanding the foregoing, Lessor shall make no express or implied or statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or usefulness of equipment shall release Lessee of the obligation to pay cost or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a trade-in value of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee. Any deposit or acceptance of such sum payment by Lessor shall not be deemed acceptance of this lease, in no event shall the first rent payment or advance rent be returned to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT DESCRIBED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSES INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Glen Burnie, Maryland
 DATE: April 11, 1988

DATE EXECUTED BY LESSEE: 4-11-88

LEASING SERVICE CORPORATION
 BY: LARRY F. KIMMEL, ADMIN. V.P. VICE PRESIDENT

LESSEE: Damon Brothers, Inc.
 BY: [Signature] FULL LEGAL NAME
 AUTHORIZED SIGNATURE TITLE
 BY: [Signature] AUTHORIZED SIGNATURE TITLE

LEASE COPY

PLEASE RETURN TO:
COMMERCIAL DIVISION
THE SENTINEL TITLE CORPORATION
400 E PRATT ST SUITE 606
BALTIMORE MARYLAND 21202-3184

272150

525 FILE 426

FINANCING STATEMENT

- 1. To be recorded in the Land Records
- 2. To be recorded among the Financing Statement Records
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 New Vision Enterprises Suite 121
 300 Hospital Drive
 Glen Burnie, Maryland 21061

6. Secured Party _____ Address _____
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Colleen Jurak Baltimore, Maryland 21201

Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors New Vision Enterprises
By: Martin J. Shuman (Seal) _____ (Seal)
Martin J. Shuman, General Partner

By: Ronald A. Seff (Seal) _____ (Seal)
Ronald A. Seff, General Partner

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

13 50

A.H.

SCHEDULE A

525 P. 427

This Schedule A is attached to and made a part of a financing statement by and between New Vision Enterprises and Equitable Bank, National Association.

SECTION G CONTINUED:

All right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as Unit Nos. 108 and 110, 17-19 Fontana Lane Condominium, Golden Ring Executive Park Office Building, Baltimore, Maryland 21237.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: New TreseL, Inc.
Address: 2973 Soloman Island Rd. Edgewater, MD 21037

2. SECURED PARTY

Name: First Interstate Leasing Service, A Division Of
First Interstate Credit Alliance, Inc.
Address: 100 Dutch Hill Rd Suite 124
Orangeburg, N.Y. 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above:

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment Cost: \$2510.00
Tax Amount: \$35.00

THIS FORM IS TO BE FILED WITH THE CLERK OF THE CIRCUIT COURT, CHATTEL
PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL
INTANGIBLES, FUTURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE,
WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR
HAS ANY INTEREST; AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED
ENTIRE AGREEMENT AND/OR ANY SCHEDULE PREPARED IN CONNECTION THEREWITH.
THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE
BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

NEW TRESEL, INC.

(Signature of Debtor)

(SEE ATTACHED)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FIRST INTERSTATE LEASING SERVICE, A DIVISION OF
FIRST INTERSTATE CREDIT ALLIANCE, INC.

(Signature of Secured Party)

(SEE ATTACHED)

Type or Print Above Signature on Above Line

13-
35
50

ca LEASING SERVICE CORPORATION (the "LESSOR")
A DIVISION OF CREDIT ALLIANCE CORPORATION

701 KINGSTON AVENUE • NEW YORK, NEW YORK 10021
1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94608
2201 PERINE TERRACE • ATLANTA, GEORGIA 30341
2800 RIVER ROAD • DE S PLAINES, ILLINOIS 60018
P.O. BOX 90, FREE PLAZA • ORANGEBURG, NEW YORK 10962
100 Dutch Hill Rd. VINCENNES, N.Y. 10984

Telephone: 212 321-0600
Telephone: 415 471-6615
Telephone: 404 475-9211
Telephone: 312 298-5901
Telephone: 914 399-8111

APP. 3-6420

LEASE NO. 525 PAGE 429

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

New Trusel, Inc.
2973 Solomon Island Rd.
Edgewater, No. 21037

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

A.R.T. Technology
6201 Corporate Drive - Metro-plus II
Suite 620
Lansover, Md. 20785

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION, MODEL #, CATALOG #, OR OTHER IDENTIFICATION
EQUIPMENT LEASED	2 Air Physics Air Pollution Control Devices - Model EG-3000 Serial No. <u>574 857411</u>

LOCATION OF EQUIPMENT: STREET ADDRESS

FOR INITIAL TERM OF THIS LEASE		AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	RENT PER MONTH
\$ 65.00	50	\$ 3,900.00	\$ 130.00

Terms and Conditions of Lease

1. Lessor hereby leases from Lessor, and Lessor leases to Lessee, the personal property described herein and in any schedule parts, parts being? (system called "equipment") which Lessee warrants shall be used for pollution control only and not for any other purpose.
2. Lessee requests Lessor to purchase equipment of the type and quality specified herein from the supplier named herein and agrees upon system, its operation, parts, charges, and Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, conditions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for any delay in the performance of this order for any reason. The supplier's delay in time to fill the order. Lessee shall accept such equipment upon delivery, and the date of delivery shall be the date of commencement of this lease. The total number of equipment to be delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent, as shown on the schedule parts, shall be based on the Actual Cost. If the Actual Cost differs from the estimated cost, Lessor hereby warrants to Lessee to adjust the figures on both sides when the Actual Cost is known, and each Rent Payment shall be increased by the cost or other tax that may be imposed on or assessed by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor, at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery, there shall occur any items of damage to the equipment, Lessor shall be liable for Lessor's damages or covering thereof, which for purposes of this paragraph only, it is agreed that be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
4. The initial term of this lease commences upon the acceptance hereof by Lessee and ends on the expiration of the number of months specified above for the initial lease term after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce, in its own name, all warranties, agreements or representations, if any, which may be made by the supplier to Lessor or Lessor. Notwithstanding the foregoing, Lessor shall make no express or implied or statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its maintenance or its fitness for any particular purpose. No defect or performance of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance work to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessor agrees to pay Lessor a lease administration charge of \$40.00 upon its acceptance hereof.
6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or advance of such sum by Lessor shall not be deemed acceptance of this lease, in no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the stated term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Orangeburg
DATE: 3/29/88
LESSOR:
ca LEASING SERVICE CORPORATION
BY: [Signature] VICE PRESIDENT

DATE EXECUTED BY LESSEE:
LESSEE: NEW TRUSEL, INC.
FULL LEGAL NAME
BY: [Signature] AUTHORIZED SIGNATURE SENG DIER TITLE
BY: _____ AUTHORIZED SIGNATURE _____ TITLE

LEASE COPY

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4/12/91 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PORT TACK LIQUORS, LTD.

Address 1264 BAY DALE DRIVE ARNOLD MD 21012

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE

Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/12/88

4. This financing statement covers the following types (or items) of property: (list)

- 1- ICE-C-MATIC MODEL # C1211HF
 - 1- ICE-C-MATIC MODEL # H1110 REFRIG CONDENSER
 - 1- ICE-C-MATIC MODEL # H1000 ICE STORAGE BIN
 - 1- ICE-C-MATIC MODEL # RT140-50% PRE-CHARGED TUBING SET
- RETURN FEE
POSTAGE
STAMPS 2771-2772

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

PORT TACK LIQUORS, LTD.

BY: Joseph H. Rouse
(Signature of Debtor)

JOSEPH H. ROUSE,
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

Earl G. Walter
(Signature of Secured Party)

EARL G. WALTER - EXECUTIVE VICE PRESIDENT

Type or Print Above Signature on Above Line

1750

FINANCING STATEMENT

Not Subject to Recordation Tax
 Subject to Recordation Tax: Principal
Amount is \$ _____

To Be Recorded in Land Records (For
Fixtures Only)

NAME ADDRESS
1. Debtors(s) (or assignor(s)) No. Street City State
ANNAPOLIS CONSTRUCTION INC. 3256 A WINDSOR GREEN RD ANNAPOLIS, MD 21403

2. Secured Party (or assignee)
SOVRAN BANK / MARYLAND 12123 VINES HILL ROAD, SILVER SPRING, MD 20904

3. This Financing Statement covers the following types (or items) of property:

1786 CASE INTL MODEL 385
36HP 2WD SER.#B470001R002194
MOHAWK 5' BUSHHOG

SECURITY FEE 11.25
POSTAGE 1.25
TOTAL 12.50

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below

Title Owner of Real Estate _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:

SOVRAN BANK / MARYLAND

By:

Type Name

Title

ROSE ANN REED
RETAIL BANKING OFFICER

Debtor(s) or Assignor(s) ANNAPOLIS CONSTRUCTION INC.

Richard Clow (Pres)

BY RICHARD CLOW, PRESIDENT

Type or Print Name and Title of Each Signature

1750

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. F01-7 12, 1972

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. I.O. 201761 recorded in
Liber 555 Folio 288 on October 26, 1982 (Date).

1. DEBTOR(S):

Name(s) Bernard & Susan D'Angelo (Anne Arundel Co.)
Address(es) C/O Yacht Yard, 726 Second Ave. Annapolis, MD 21403

2. SECURED PARTY:

Name First Pennsylvania Bank N.A.
Address Centre Square West Concourse, Phila, Pa. 19101

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. _____

9. SIGNATURES.

SECURED PARTY

By _____

Thomas O'Neill AVP
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
Type name of Company and Name and Title of
Authorized Signer.

1050

525 me434

272454

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated March 21, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles F. Meyer & Sons, Inc.
Address 4910 Sands Road Lothian, MD. 20820

2. SECURED PARTY

Name Calvert Bank & Trust Co.
Address P.O. Box 590 Prince Frederick MD. 20678

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) 1988 DRESSER Crawler Dozer model TD256 ser. #2433, with Landfill Package and accessories.

"Not Subject to Tax"

RECORDED
POSTAGE
STAMP

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles F. Meyer & Sons, Inc.

(Signature of Debtor)

Samuel F. Meyer, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

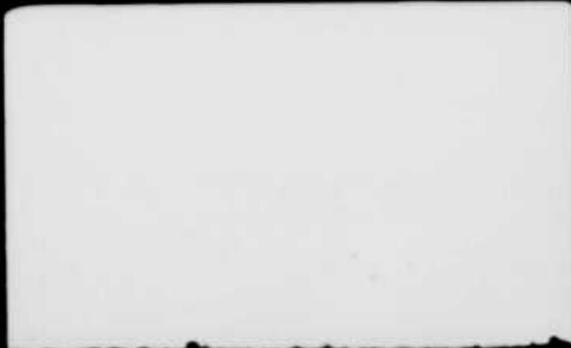
Harry B. Zinn, Executive Vice President

Type or Print Above Name on Above Line

1150

PLEASE RECORD AND RETURN TO:
Calvert Bank and Trust Company
P.O. Box 590
Prince Frederick, Maryland 20678

ATTN: Gayle Stofanak



525 435

272455

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

Fee of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):

Willow Enterprizes
325 Roesler Road
Glen Burnie, MD 21061

(2) Secured Party(ies) (Name(s) and Address(es))

Brady Distributing
P.O. Box 19269
Charlotte, NC 28219

Not Subject to Tax.

(3) (a) Collateral is or includes fixtures
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5)
If either block 3(a) or block 3 (b) applies describe real estate, including record owners, in section 15)

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

(5) This Financing Statement Covers the Following types (or items) of property:

5-Used Atari Super Sprint Uprights #2897,24725,3921,2858,1854; 5-Used Atari Paperboy Uprights #2255,2248,1592,2265,2034; 6-Used Atari 720 Uprights #2663,3263,2691,1085,1663,1164; 1-Used Bali Sente Mini-Golf Upright #619.

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Willow Enterprizes

(By) *Larry J. Wilner* Larry J. Wilner
Standard Form Approved by N.C. Sec. of State

Secured Party(ies) (or Assignees)

Brady Distributing Co.

(By)

[Signature]
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC 2

525 436

222156

SECURITY AGREEMENT AND FINANCING STATEMENT
(Uniform Commercial Code - Secured Transaction)

April 15, 1988

The underlying secured transaction being publicized by this Security Agreement and Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax Property Article, of the Annotated Code of Maryland, as amended.

Debtor:

STERLING HOMES CORPORATION,
a Maryland corporation

Address:

7133 Rutherford Road
Baltimore, Maryland 21207

Secured Party:

MADISON NATIONAL BANK,
a national banking
association

1730 M Street, N.W.
Washington, D.C. 20036

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a revolving line of credit Note of even date herewith in a face amount not in excess of Eight Million Five Hundred Thousand Dollars (\$8,500,000.00) from Debtor, as Maker, payable to Secured Party. The Note permits advances and readvances up to the face amount of the Note. The face amount of the Note is the maximum amount that may be outstanding thereunder at any one time. Each advance and readvance shall be evidenced and secured by the documents evidencing, relating to, or securing the repayment of the indebtedness (collectively, the "Loan Documents") and any repayment of principal shall be credited against the unpaid principal balance due thereunder, but shall not extinguish the Loan Documents in whole or in part. The unpaid balance secured hereby may increase and decrease as advances and payments, are made pursuant to the Loan Documents and this Security Agreement and Financing Statement and the other Loan Documents shall secure all of the indebtedness of the Debtor existing from time to time pursuant thereto. The aggregate principal balances under the Note may exceed the face amount thereof, but the

total principal amount of debt evidenced thereby and secured by the Loan Documents shall not at any time exceed the face amount of the Note. At no time shall the aggregate amount of the additional principal advances, plus the then unpaid balance of the Note, including all additional principal advances previously made, exceed the sum of Twenty Million One Hundred Eight Thousand Four Hundred Four Dollars (\$20,108,404.00), it being understood and agreed that the Secured Party does not intend to make any unsecured loans to Debtor, and that each and every advance under the Note is fully secured hereby and by the other Loan Documents. The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to Thomas A. Scanlon and Norman F. Hecht, Sr., as Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery,

engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

(c) All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral including, but not limited to all accounts receivable in respect of any and all leases or contracts of sale (and any contract deposits associated therewith, together with any interest thereon) executed by the Debtor for the Premises, or any part thereof, whether said accounts receivable are currently in existence, or are hereafter created; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof; and

(e) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in all architectural, engineering and similar plans, specifications,

drawings, renderings, profiles, slots (whether preliminary or final) studies, shop drawings and the like relating to or utilized in connection with the Premises or any improvement or appurtenant facilities erected or to be erected upon or about the Premises; and

(f) That certain Certificate of Deposit ("CD"), together with all interest thereon and renewals thereof maintained with Secured Party (or any corporate affiliate thereof), which CD is more particularly described in that certain Assignment of Certificate of Deposit, of even date herewith, from Debtor to Secured Party.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the Premises if such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds are covered by this Security Agreement and Financing Statement.

6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

7. The Debtor will from time to time execute and deliver to the Secured Party, to further or better assure the security afforded by the Loan Documents, upon the Secured Party's request, additional or supplemental security agreement, financing statements, pledge agreements, loan agreements, assignments of leases or rents or other security instruments covering any equipment, fixtures or other personal property or property rights hereinafter acquired by the Debtor and installed on or in the Premises, the cost of the execution and recording thereof to be paid by the Debtor. As and when the Secured Party makes further advances under the Commitment to the Debtor to purchase additional property, the parties shall amend and spread this Security Agreement and Financing Statement and the other Loan Documents, at the sole cost and expense of the Debtor, to encumber said additional property as a first (1st) lien, which shall thereafter be secured as fully as if originally set forth herein or therein.

[SIGNATURE PAGE FOLLOWS]

NO. 525 440

ATTEST: Witness:

DEBTOR:

STERLING HOMES CORPORATION,
a Maryland corporation

[Signature]
[Signature]
(Asst.) Secretary

By: *[Signature]*
Sterling Leppo,
President

[CORPORATE SEAL]

WITNESS:

SECURED PARTY:

MADISON NATIONAL BANK
a national banking association

[Signature]

By: *[Signature]*
Robert J. Sullivan,
Vice President

TO THE FILING OFFICER: After this Security Agreement and
Financing Statement has been recorded, please return the same
to:

Jones, Day, Reavis & Pogue
1450 G Street, N.W.
Suite 700
Washington, D.C. 20005
Attn: James P. Carroll, Esquire



BEING KNOWN AND DESIGNATED as Land Condominium Units A and B, as established pursuant to the Declaration of SHG Land Condominium made by Sterling Homes Corporation and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4580, folio 664, and the By-Laws of SHG Land Condominium recorded among said Land Records in Liber 4580, folio 691, and pursuant to and shown on the Condominium Plat entitled "Plat of Condominium Subdivision for SHG Land Condominium Previously Recorded as Stoney Beach, A Proposed Townhouse Condominium," recorded among said Plat Records of Anne Arundel County, Maryland as Plats E 1830 et. seq. of Plat Book 37, page 30 et. seq.

TOGETHER with the percentage interest in common profits and common expenses and common elements as set forth in the Declaration and By-Laws aforesaid as if said provision were recited at length herein.

The above Referred Land Condominium Units are also known as all of that property which is further described by metes and bounds in Exhibit "A-1" attached hereto.

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

525 442

1102 West Street, Suite 100
Laurel, MD 20707
(301) 253-1821

(301) 792-8088

UNIT A

26.5739 ACRES

APRIL 12, 1988

Beginning for the same at a point on the boundary of the whole parcel of which this is a part and thence running with said boundary the seven following courses and distances, viz;

- 1) South 43 degrees 59 minutes 52 seconds East 91.76 feet
- 2) South 53 degrees 31 minutes 21 seconds East 197.34 feet
- 3) North 79 degrees 17 minutes 13 seconds East 75.32 feet
- 4) South 20 degrees 42 minutes 32 seconds East 87.66 feet
- 5) South 59 degrees 37 minutes 15 seconds East 168.08 feet
- 6) South 72 degrees 27 minutes 15 seconds East 142.63 feet
- 7) South 49 degrees 35 minutes 46 seconds East 119.69 feet,

thence leaving said boundary

- 8) South 47 degrees 40 minutes 24 seconds West 111.80 feet
 - 9) South 13 degrees 23 minutes 52 seconds West 193.73 feet
- to a point on the northern right-of-way line of Hilltop Road, 60 feet wide, thence crossing said road,

- 10) South 04 degrees 03 minutes 36 seconds East 60.00 feet
- to a point on the southern right-of-way line of said road, thence

Exhibit "A-1"

(Metes and Bounds Description)

ENGINEERS • PLANNERS • SURVEYORS

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde Inc.

525 443

with said right-of-way line the three following courses and distances, viz;

11) by a curve to the left in a southwesterly direction with a radius of 330.00 feet for a distance of 521.30 feet the arc of which is subtended by a chord bearing South 40 degrees 41 minutes 05 seconds West 468.76 feet to a point of tangency, thence

12) South 04 degrees 34 minutes 14 seconds East 123.05 feet to a point of curve, thence

13) by a curve to the right in a southeasterly direction with a radius of 390.00 feet for a distance of 60.00 feet the arc of which is subtended by a chord bearing South 00 degrees 09 minutes 47 seconds East 59.94 feet, thence leaving said road,

14) South 45 degrees 05 minutes 35 seconds East 159.66 feet,

15) South 15 degrees 34 minutes 28 seconds East 146.00 feet to a point on the northern right-of-way line of Hilltop Road, thence with it,

16) by a curve to the right in a northwesterly direction with a radius of 330.00 feet for a distance of 199.83 feet the arc of which is subtended by a chord bearing North 83 degrees 28 minutes 39 seconds West 196.79 feet, thence crossing said road

17) South 23 degrees 52 minutes 11 seconds West 60.00 feet to a point on the southern right-of-way line, thence continuing the same course,

18) South 23 degrees 52 minutes 11 seconds West 139.99 feet, thence

19) South 48 degrees 10 minutes 30 seconds West 235.91 feet to a point on the boundary of the whole parcel of which this is a

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

525 PAGE 441

part, thence running with said boundary the 27 following courses and distances, viz;

- 20) North 41 degrees 49 minutes 29 seconds West 1283.64 feet
- 21) North 33 degrees 34 minutes 50 seconds East 75.46 feet
- 22) North 65 degrees 27 minutes 36 seconds East 101.12 feet
- 23) North 79 degrees 33 minutes 27 seconds East 169.99 feet
- 24) South 84 degrees 18 minutes 46 seconds East 93.24 feet
- 25) South 86 degrees 30 minutes 26 seconds East 43.17 feet
- 26) South 84 degrees 26 minutes 05 seconds East 20.00 feet
- 27) North 89 degrees 12 minutes 56 seconds East 146.06 feet
- 28) South 00 degrees 35 minutes 05 seconds West 196.01 feet
- 29) South 28 degrees 34 minutes 40 seconds East 140.06 feet
- 30) North 89 degrees 13 minutes 33 seconds East 148.00 feet
- 31) North 57 degrees 59 minutes 41 seconds East 66.04 feet
- 32) North 28 degrees 04 minutes 21 seconds East 102.00 feet
- 33) North 27 degrees 12 minutes 46 seconds West 157.42 feet
- 34) North 10 degrees 56 minutes 21 seconds East 242.40 feet
- 35) North 36 degrees 09 minutes 28 seconds West 235.08 feet
- 36) North 19 degrees 02 minutes 32 seconds West 89.80 feet
- 37) North 08 degrees 02 minutes 32 seconds West 114.44 feet
- 38) North 03 degrees 00 minutes 46 seconds East 38.05 feet
- 39) North 51 degrees 12 minutes 56 seconds East 71.84 feet
- 40) North 36 degrees 55 minutes 37 seconds East 86.30 feet
- 41) North 54 degrees 53 minutes 33 seconds West 14.24 feet
- 42) North 33 degrees 36 minutes 23 seconds East 43.63 feet
- 43) North 48 degrees 58 minutes 38 seconds West 15.19 feet
- 44) North 56 degrees 17 minutes 51 seconds East 38.48 feet

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

525 445

45) North 71 degrees 42 minutes 06 seconds East 23.89 feet
to the point of beginning.

Containing 26.5739 acres of land, more or less.

Being a part of the land which by deed dated July 13, 1984
and recorded among the Land Records of Anne Arundel County,
Maryland in Liber 3763 at Folio 138 was conveyed by Stanwick
Holdings, Inc., an Ohio Corporation, to Sterling Homes
Corporation, a Maryland Corporation.

Saving and Excepting therefrom the beds of the public roads
known as Hilltop Road and Cluster Court both 60 feet wide and
being more particularly described as follows:

Beginning for the same at the end of the North 41 degrees 49
minutes 29 seconds West, 791.80 foot line of the outline of a
plat of subdivision entitled "Supplemental and Amended Plat of
Subdivision for Plat 3, STONEY BEACH," as recorded among the Land
Records of Anne Arundel County, Maryland as Plat No. 5322, in
Platbook 102, Page No. 47; thence running with the right-of-way
lines of Hilltop Road and Cluster Court as shown on plats of
subdivision entitled "Plats 3 through 5 and 7, STONEY BEACH," as
recorded among the aforesaid Land Records as Plat No.'s 5322-5324
and 5326, in Platbook 102 at Page No.'s 47 through 49 and
Platbook 103 at Page No. 1, the twenty- nine (29) following
courses and distances, viz:

KIDDE CONSULTANTS, INC.

Subsidiary of KIDDE, Inc.

525 446

- 1) North 48 degrees 10 minutes 31 seconds East, 10.00 feet to a point of curvature, thence by a curve to the right
- 2) having a radius of 390.00 feet for an arc length of 639.82 feet, being subtended by a chord of South 84 degrees 49 minutes 33 seconds East, 570.44 feet to a point of tangency; thence
- 3) South 37 degrees 49 minutes 38 seconds East, 133.79 feet to a point of curvature; thence by a curve to the left
- 4) having a radius of 330.00 feet for an arc length of 34.75 feet, being subtended by a chord of South 40 degrees 50 minutes 48 seconds East, 34.74 feet to a point of truncation; thence
- 5) North 84 degrees 50 minutes 14 seconds East, 32.92 feet to a point of curvature; thence by a curve to the left
- 6) having a radius of 330.00 feet for an arc length of 221.25 feet, being subtended by a chord of North 14 degrees 38 minutes 12 seconds East, 217.13 feet to a point of tangency; thence
- 7) North 04 degrees 34 minutes 14 seconds West, 123.05 feet to a point of curvature; thence by a curve to the right
- 8) having a radius of 390.00 feet for an arc length of 412.76 feet, being subtended by a chord of North 25 degrees 44 minutes 56 seconds East, 393.76 feet to a point of truncation for Cluster Court; thence running with the right-of-way of Cluster Court
- 9) North 16 degrees 07 minutes 40 seconds East, 37.40 feet to a point, thence

- 10) North 23 degrees 49 minutes 28 seconds West, 46.09 feet to a point of curvature; thence by a curve to the left
- 11) having a radius of 630.00 feet for an arc length of 88.76 feet, being subtended by a chord of North 29 degrees 51 minutes 38 seconds West, 88.68 feet to a point of compound curve; thence by a curve to the left
- 12) having a radius of 25.00 feet for an arc length of 31.17 feet, being subtended by a chord of North 69 degrees 37 minutes 12 seconds West, 29.19 feet to a point of reverse curve; thence by a curve to the right;
- 13) having a radius of 55.00 feet for an arc length of 234.79 feet, being subtended by a chord of North 16 degrees 56 minutes 58 seconds East, 92.99 feet to a point of compound curve; thence by a curve to the right
- 14) having a radius of 690.00 feet for an arc length of 179.82 feet, being subtended by a chord of South 33 degrees 17 minutes 25 seconds East, 179.31 feet to a point of tangency; thence
- 15) South 25 degrees 49 minutes 28 seconds East, 46.09 feet to a point of truncation; thence
- 16) South 67 degrees 46 minutes 18 seconds East, 37.40 feet to a point of curve on the right-of-way line of Hilltop Road; thence running with said right-of-way line by a curve to the right
- 17) having a radius of 390.00 feet for an arc length of 92.96 feet, being subtended by a chord of North 79 degrees 06

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde Inc

525 PHE 448

minutes 41 seconds East, 92.74 feet to a point on a curve; thence running through the right-of-way of Hilltop Road

18) South 04 degrees 03 minutes 36 seconds East, 60.00 feet to a point on a curve and the right-of-way line of Hilltop Road; thence running with said right-of-way line by a curve to the left

19) having a radius of 330.00 feet for an arc length of 521.30 feet, being subtended by a chord of South 40 degrees 41 minutes 05 seconds West, 468.77 feet to a point of tangency; thence

20) South 04 degrees 34 minutes 14 seconds East, 123.05 feet to a point of curvature; thence by a curve to the right

21) having a radius of 390.00 feet for an arc length of 264.39, being subtended by a chord of South 14 degrees 38 minutes 12 seconds West, 256.61 feet to a point of truncation; thence

22) South 12 degrees 44 minutes 27 seconds East, 33.46 feet to a point on a curve; thence by a curve to the left

23) having a radius of 330.00 feet for an arc length of 17.74 feet, being subtended by a chord of North 64 degrees 35 minutes 37 seconds West, 17.74 feet to a point on a curve; thence running across the right-of-way of Hilltop Road

24) South 23 degrees 52 minutes 11 seconds West, 60.00 feet to a point on a curve; thence by a curve to the right

25) having a radius of 390.00 feet for an arc length of 192.65 feet, being subtended by a chord of North 51 degrees 58 minutes 44 seconds West, 190.70 feet to a point of tangency; thence

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

REV. 525 P. 449

26) North 37 degrees 49 minutes 38 seconds West, 133.79 feet to a point of curvature; thence by a curve to the left

27) having a radius of 330.00 feet for an arc length of 541.39 feet, being subtended by a chord of North 84 degrees 49 minutes 34 seconds West, 482.68 feet to a point of tangency; thence

28) South 48 degrees 10 minutes 31 seconds West, 10.00 feet to a point on said first mentioned plat line; thence with said plat line

29) North 41 degrees 49 minutes 29 seconds West, 60.00 feet to the point of beginning.

Containing 3.1003 acres of land, more or less.

Leaving a total area of 23.4736 acres of land, more or less in Unit "A".

KIDDE CONSULTANTS, INC.

Subsidiary of KIDDE, INC.

525 450

Beginning for the same at a point on the 1st line of the above described parcel at the distance of 30.00 feet measured along said line in a northeasterly direction from the beginning thereof, thence running with said centerline,

1) by a curve to the right in a southwesterly direction with a radius of 360.00 feet for a distance of 507.34 feet the arc of which is subtended by a chord bearing South 38 degrees 48 minutes 09 seconds East 466.39 feet to the end of said curve

2) South 79 degrees 10 minutes 32 seconds West 288.00 feet to a point of curve, thence

3) by a curve to the right in a northwesterly direction with a radius of 360.00 feet for a distance of 218.00 feet the arc of which is subtended by a chord bearing North 83 degrees 28 minutes 39 seconds West 214.68 feet to a point on the 22nd line of the above described parcel at the distance of 30.00 feet measured reversely along said line from the end thereof.

Containing 1.3957 acres of land, more or less.

The bed of Crestwood Court being more particularly described as follows:

Beginning for the same at a point on the eastern right-of-way line of said road at its intersection with the southern right-of-way line of Hilltop Road, thence with said eastern right-of-way line

- 1) South 29 degrees 52 minutes 20 seconds East 37.40 feet
- 2) South 71 degrees 49 minutes 28 seconds East 66.09 feet
to a point of curve thence
- 3) by a curve to the right in a southeasterly direction
with a radius of 330.00 feet for a distance of 195.83 feet the
arc of which is subtended by a chord bearing of South 54 degrees
49 minutes 28 seconds East 192.97 feet, thence
- 4) by a curve to the left in a southeasterly direction with
a radius of 30.00 feet for a distance of 23.61 feet the arc of
which is subtended by a chord bearing South 60 degrees 22 minutes
26 seconds East 23.01 feet, thence
- 5) by a curve to the right in a southwesterly direction
with a radius of 55.00 feet for a distance of 259.37 the arc of
which is subtended by a chord bearing South 52 degrees 10 minutes
32 seconds West 77.65 feet, thence
- 6) by a curve to the left in a northwesterly direction with
a radius of 30.00 feet for a distance of 23.61 feet the arc of
which is subtended by a chord bearing of North 15 degrees 16
minutes 29 seconds West 23.01 feet, thence
- 7) by a curve to the left in a northwesterly direction with
a radius of 270.00 feet for a distance of 160.22 feet the arc of
which is subtended by a chord bearing North 54 degrees 49 minutes
23 seconds West 157.88 feet, thence
- 8) North 71 degrees 49 minutes 28 seconds West 66.09 feet,
thence

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde Inc

525-452

9) South 66 degrees 13 minutes 24 seconds West 37.40 feet to a point on the right-of-way line of Hilltop Road, thence with it,

10) by a curve to the left in a northeasterly direction with a radius of 390.00 feet for a distance 110.37 feet the arc of which is subtended by a chord bearing of North 18 degrees 10 minutes 32 seconds East 110.00 feet to the point of beginning.

Containing 0.6143 acres of land, more or less.

Leaving a net acreage of 12.2135 acres of land in Unit D.

UNIT "B"

6.0071 ACRES

APRIL 12, 1988

Beginning for the same at a point on the eastern right-of-way line of Hilltop Road, 60 feet wide, thence crossing Hilltop Road

- 1) South 88 degrees 25 minutes 45 seconds West 60.00 feet to a point on the western right-of-way line, thence with it,
- 2) by a curve to the left in a northwesterly direction with a radius of 330.00 feet for a distance of 180.01 feet the arc of which is subtended by a chord bearing North 17 degrees 11 minutes 51 seconds West 177.78 feet to a point of tangency,
- 3) North 32 degrees 49 minutes 28 seconds West 100.00 feet to a point of curve, thence
- 4) with a curve to the left in a northwesterly direction with a radius of 330.00 feet for a distance of 352.69 feet the arc of which is subtended by a chord bearing of North 63 degrees 26 minutes 32 seconds West 336.14 feet, thence crossing said Hilltop Road

Exhibit "A-1"

(Metes and Bounds Description)

KIDDE CONSULTANTS, INC.

* Subsidiary of Kidde Inc.

525 451

5) North 04 degrees 03 minutes 36 seconds West 60.00 feet
to a point on the northern right-of-way line of Hilltop Road,
thence leaving said right-of-way,

6) North 13 degrees 23 minutes 52 seconds East 193.73 feet,
thence

7) North 47 degrees 40 minutes 24 seconds East 111.80 feet
to a point on the northeastern boundary of the entire parcel of
which this is a part, thence with said boundary the eight
following courses and distances, viz;

8) South 49 degrees 35 minutes 46 seconds East 20.00 feet

9) South 74 degrees 44 minutes 26 seconds East 232.00 feet

10) South 51 degrees 14 minutes 43 seconds East 45.24 feet

11) South 35 degrees 09 minutes 58 seconds East 155.46 feet

12) North 69 degrees 43 minutes 03 seconds East 49.04 feet

13) South 19 degrees 18 minutes 53 seconds East 226.75 feet

14) South 35 degrees 29 minutes 45 seconds East 167.06 feet

15) South 28 degrees 13 minutes 02 seconds East 101.26 feet,

thence leaving said boundary

16) South 75 degrees 23 minutes 34 seconds West 295.16 feet
to the point of beginning.

Containing 6.0071 acres of land, more or less.

Being a part of the land which by deed dated July 13, 1984
and recorded among the Land Records of Carroll County, Maryland
in Liber 3763 at Folio 138 was conveyed by Stanwick Holdings,

KIDDE CONSULTANTS, INC.

SUBSIDIARY OF KIDDE, INC.

Inc., an Ohio Corporation, to Sterling Homes Corporation, a Maryland Corporation.

Saving and Excepting the bed of Hilltop Road, 60 feet wide, the centerline being more particularly described as follows:

Beginning for the same at a point on the 5th or North 04 degrees 03 minutes 36 seconds West 60.00 foot line of the above described parcel, said point being at the distance of 30.00 feet measured along said line in a northwesterly direction from the beginning thereof, thence running to describe said road

1) by a curve to the right in a southeasterly direction with a radius of 360.00 feet for a distance of 384.76 feet the arc of which is subtended by a chord bearing South 63 degrees 26 minutes 32 seconds East 366.70 to the end of said curve, thence

2) South 32 degrees 49 minutes 28 seconds East 100.00 feet to a point of curve, thence

3) by a curve to the right in a southeasterly direction with a radius of 360.00 feet for a distance of 196.38 feet the arc of which is subtended by a chord bearing South 17 degrees 11 minutes 52 seconds East 193.94 feet to intersect the 1st line of the above described parcel at the distance of 30.00 feet measured along said line from the beginning thereof.

Containing 40,868 square feet or 0.9382 acres of land, more or less.

Leaving a net area of 5.0689 acres of land, more or less.

525 456

272460

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$

To be Recorded in Land Records (For Fixtures Only)

Name of Debtor

Address

John J. Flory Cabinet Maker Inc.

1821 A Margaret Ave.
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All equipment, inventory and accounts now owned or hereafter acquired and all proceeds (cash and non-cash) of such equipment, inventory and accounts.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

John J. Flory Cabinet Maker, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *John J. Flory*
John J. Flory, President

BY: *Twaun D. Oakes*
Twaun D. Oakes

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

50

STATE OF MARYLAND

525 457

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258900

RECORDED IN LIBER 11365 FOLIO 6777 ON OCT 22 1985 (DATE)

1. DEBTOR

Name John J. Bayne, Jr. & Phyllis J. Bayne

Address 216 Shana Rd. Clon Burnie, Md. 21061

2. SECURED PARTY

Name CentraBank

Address P. O. Box 1316

Baltimore, Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

1976 28' Topaz

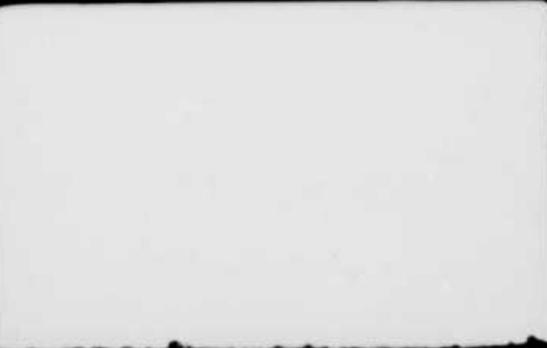
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Conditional sales contract=Exempt from Recording Tax

Dated April 14, 1988

Mary J Shue
(Signature of Secured Party)

Mary J Shue, Assistant Vice President
Type or Print Above Name on Above Line



272461

FILE 525 PAGE 458

THE COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE

No. of Original
 Sheet Presented

This is a ...

1. Debtor's Name (Full Name) ...
 2. Secured Party's Name (Full Name) ...
 3. The State or State This Secured Party ...

4. The Secured Party's Address ...

5. The Debtor's Address ...

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100. The Secured Party's Address ...

No. of Sheet ...

11. This statement is filed with the Debtor to ...

12. If appropriate in this filing, the ...

By David L. Hampton ...

By INTEGRATED PUBLIC WORKS, INC. ...

STANDARD FORM - FORM 100-1 - Approved by Secretary of Commonwealth of Pennsylvania

525 459

272402

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated June 20, 1981 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wayne Moreland
Address 315 Madison Road, Green Island, Pa. 15426

2. SECURED PARTY

Name Bank of America
Address P.O. Box 1000, 300 N. Main, PA 15401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 91 SEP 82

4. This financing statement covers the following types (or items) of property: (list)

1. one 2000 Buick Wildcat 1981 4 door sedan
2. one 1980 Buick Wildcat 175 cubic inch 4 door sedan

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wayne Moreland
(Signature of Debtor)

Wayne Moreland
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bank of America
(Signature of Secured Party)

Bank of America
Type or Print Above Signature on Above Line

1230

RME/03-14-88
03110

525 460

272463

FINANCING STATEMENT

NOT TO BE RECORDED IN
THE LAND RECORDS

NOT SUBJECT TO
RECORDATION TAX

1. Name of Debtor: Dorchester Limited Partnership
c/o Westchester Construction, Inc.
8401 Connecticut Avenue
Penthouse #4
Chevy Chase, Maryland 20815
2. Name of Secured Party: Crow-Route 100 Limited Partnership
c/o Trammell Crow Company
Suite 720
7 St. Paul Street
Baltimore, Maryland 21201

3. This Financing Statement covers the following types (or items) of property:

Assignment of all distributions made and to be made to Debtor pursuant to Section 4.1.A.(2), Section 4.2.C(4)(B) and Section 4.2.C(4)(C) of the Agreement of Limited Partnership dated March 14, 1988 of Piney-100 Limited Partnership, a Maryland limited partnership, and all proceeds from the sale of other transfer of such partnership distributions.

4. Proceeds of all collateral are also covered.

Debtor:

Dorchester Limited Partnership

Secured Party:

Crow-Route 100 Limited Partnership

By: Crow-Baltimore #1
Development Corporation

By: Michael Caruthers
Michael Caruthers.
general partner

By: Dirk Mosis
Dirk Mosis, Vice President

To the Filing Officer:

Please return to: Robert M. Ercole, Esq.
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

03110

17-50

525 PUE 461

272461

Frederick County

FINANCING STATEMENT FORM UCC 1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Giesler, Merhl Eugene Jr. T/A Urbana Radio-TV
Address 3362 Urbana Pike Ijamsville, Md. 21754

2. SECURED PARTY

Name Transamerica Commercial Finance Corporation
Address 1900 Sulphur Spring Road P. O. Box 7360
Baltimore Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any): _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; ~~equipment, furniture and fixtures~~, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, ~~equipment~~, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

~~NON-SUBJECT TO RECORDATION TAXES~~

XXX (Products of collateral are also covered)
[] (Products of collateral are also covered)

Merhl E. Giesler, Jr.
(Signature of Debtor)

Merhl E. Giesler, Jr., Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul Winkler, Branch Mgr.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORD FEE \$1.00
SIGNATURE FEE \$1.00
TOTAL \$2.00

10

525 PAGE 462

272465

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MD
Address 7 St. Paul Street, 5th Floor
Baltimore, MD 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/2/88, Schedule # 01, dated 3/14/88 between Assignor as Lessor and LEASE ACCOUNT # 308820 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated 4/12/88 between Assignor and Assignee:

one (1) caterpillar articulated wheel loader model 916 s/n2XB01263 w/all standard equipment including ROPS w/bucket 1.75 cu yd G/P w adap set guard, crankcase eng. s/n45V59155

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.
Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

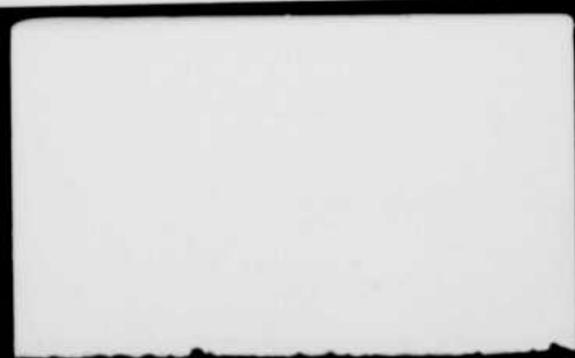
Type or Print Above Signature on Above Line

Signet Bank/MD

John H. Truesell, VP
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed



525 PAGE 463

272466

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
and/or its Parent, Affiliates or Subsidiaries

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT

ADDRESS: TO BUY 135
CITY & STATE: GARDNER MD 20777

DEBTOR(S) (AND ADDRESSES) LINDA ANDERSON	DATE OF THIS FINANCING STATEMENT
1200 DEERFIELD DR	ACCOUNT NO. TAB
CHURCHTON RD	77 10 3504 0500
FILED WITH: FREE PRINCE GEORGE CITY	

This Financing Statement covers the following types (or items) of property Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

Handwritten notes in the "Other" section.

RECORD FEE 11.00
RECORD TAX 24.00
POSTAGE .00
MIDSTATE 0777 439 10000
04/19/79

UNDERLYING TRANSACTION IS IS NOT IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2109.64

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Linda Anderson
LINDA ANDERSON DEBTOR

BY *Michael Matthews*
TITLE DEBTOR

ORIGINAL - FILING OFFICER COPY

19-1209 (REV 11-80)

Handwritten: 24.50
50

5:25 PM 464

This statement is presented to THE SECRETARY OF THE STATE for filing pursuant to the Uniform Commercial Code.

1. CREDITORS: (List name and address):
Kaplan, Burke
Kaplan, Patricia
6520 Bradley Boulevard
Bethesda, Maryland 20817

2. SECURED PARTY(IES) AND STORES:
Derby Savings Bank
1 Elizabeth Street
Derby Ct. 05418

FOR FILING OFFICE: State, Time, Month, and Filing Office

This statement refers to original filing statement No. 250366 Dated 1/9/84 XXXXX



- A CONTINUATION: The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B PARTIAL RELEASE: From the collateral described in the financing statement bearing the file number shown, the secured party releases the priority interest in the
- C ASSIGNMENT: The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, secured Party's right under the Financing Statement bearing the file number shown above in the property indicated below.
- XXX TERMINATION: The Secured Party certifies that the Secured Party no longer wants a security interest under the financing statement bearing the file number shown above.
- E AMENDMENT: The financing statement bearing the above file number is amended as set forth below.

Signature of debtor, creditor or assignee

John E. Keet Jr.
John E. Keet Jr. Vice President
March 24, 1988

1050

525 465
STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 452 FOLIO 324 ON Aug. 6, 1982 (DATE)

1. DEBTOR

Name Imtra Corporation
Address 30 Samuel Barnett Blvd., New Bedford Industrial Park, New Bedford, MA
02745

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF BOSTON, 100 Federal St., Boston, MA. 02110
Address _____

MCLO, P. O. Box 1391, Boston, MA. 02104
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ADDRESS CHANGED FROM 151 Mystic Avenue, Medford, MA. 02155 TO 30 Samuel Barnett Blvd. New Bedford Industrial Park New Bedford, MA 02745</p>	

RECORDING FEE
POSTAGE
RECEIVED



Dated 4/7/88

THE FIRST NATIONAL BANK OF BOSTON
[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

1550

272407

525 466

This document is prepared by a filing office for filing pursuant to the Uniform Commercial Code.

Debtor (Name, Firm, Individual) The P.J. King Companies, Inc. 2212 American National Bank Building 101 East Fifth Street St. Paul, MN 55101	Secured Party (Name and Address) First Bank National Association 120 South Sixth Street Minneapolis, MN 55480	Filing Office (Name, Firm, Individual) (Blank)
4. This financing statement covers the following types of collateral: See attached Exhibit A for a description and location of collateral.		5. Assignment of Secured Party and Address: (Blank)

The debtor is not aware of any other security interest in the collateral covered by this filing.

security interest in a security interest in collateral covered by this filing.

other security interest in the collateral covered by this filing.

other security interest in the collateral covered by this filing.

The P. J. King Companies, Inc.
 MARTI R. CHARPENTIER, Controller
 By: *[Signature]*

FIRST BANK NATIONAL ASSOCIATION
 By: *[Signature]*

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Exhibit A

525 467

Debtor: The P.J. King Companies, Inc.
Secured Party: First Bank National Association
Lessor: Savin Credit Corporation #112

The following list of equipment and all repairs, improvements and accessions thereto and substitutions therefore at any time made or acquired and all accounts, chattel paper (including customer leases and rental agreements described in column (3)) and all rents and rental payments with regard to such Equipment and proceeds of the forgoing (including the proceeds of any insurance covering said Equipment).

<u>(1)</u> <u>Equipment</u>	<u>(2)</u> <u>Serial #</u>	<u>(3)</u> <u>Customer Lease Covering Equipment</u> <u>Lessee/Location</u>	<u>COUNTY</u>
SAVIN FAX III	1271200211	COLAD, INC. 7610 MCNAMARA DRIVE GLEN BURNIE, MD 21061	ANNE ARUNDEL

525 468 STATE OF MARYLAND
FINANCING STATEMENT (FORM 500)

272168
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ARUNDEL AUTO BODY FRAME INC
Address 7503 BALTIMORE ANNAPOLIS BLVD GREEN BELT MD 20741

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP
Address 225 WEST 34th STREET NEW YORK, N.Y. 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1. CORD-LINER BRACK SYSTEM
- 4. T-45 WAREL STAND
- 1. T-10 PULL HOOK
- 1. CHAIN + CLAMP PACK
- 1. DOLLIE WHEELS
- 1. B-400
- 1. SL-2500 LIFT + POWER PACK
- 1. M-334 OVERHEAD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kevin Granich x
(Signature of Debtor)

KEVIN GRANICH x
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J Banks
(Signature of Secured Party)

T. BANKS
Type or Print Above Signature on Above Line

1/20

525 PAID 469

STATE OF MARYLAND

FINANCING STATEMENT FORM 1001

Identifying File No. 272-109-407

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 12.10

If this statement is to be recorded in land records check here.

This financing statement dated 4/2/98 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HANCOCK AND VANDER STEEN

Address 100 ALBANY ROAD AND 1100 BROADWAY RD BALTIMORE

2. SECURED PARTY

Name BANK OF AMERICA NATIONAL ASSOCIATION

Address 100 ALBANY ROAD BALTIMORE MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

ACCOUNTS RECEIVABLE	12.00
INVENTORY	20.50
FIXTURES	.50

5. DEBTOR'S BUSINESS CLASSIFICATION (SEE INSTRUCTIONS)

STATE OF MARYLAND 719432

04-19-98

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Warren Becke (Signature of Debtor)

Type or Print Above Name on Above Line

Warren Becke (Signature of Debtor)

Type or Print Above Signature on Above Line

Connie A. Bullock (Signature of Secured Party)

Type or Print Above Signature on Above Line



525 PHE 470

This STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. Debtor's (Lender Name) (Print and address) (if any): Jet Blast, Inc. 7609 Energy Parkway, Suite 101 Baltimore, MD 21226	2. Secured Party(ies) and address(es): Merrill Lynch Business Financial Services Inc. 33 West Monroe Street, 22nd Floor Chicago, IL 60603	3. Marquette date (if any): File Filing Office (Date, Time and Filing Office)
---	---	--

4. This statement refers to original Financing Statement bearing File No. 257172, Liber 435, Pg 344
 filed with Anne Arundel County, MD on 6 - 27 - 85 1985 11:00 AM 11:00

5. Continuation. The original filing or statement between the foregoing Debtor and Secured Party bearing file number shown above also affects this filing.
 6. Termination. Secured party no longer claims an interest under the financing statement bearing file number shown above.
 7. Assignment. The secured party's rights under the financing statement bearing the number shown above in the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
 8. Amendment. Financing statement bearing file number shown above is amended as set forth in Item 10.
 9. Release. Secured Party releases the collateral described in Item 10 from the financing agreement bearing file number shown above. 10-15-85

TERMINATION



No. of additional sheets presented: 0

Merrill Lynch Business Financial Services Inc.

By: [Signature]
Signature(s) of Secured Party(ies)

(signature(s) of Debtor(s) necessary only if Item 8 is applicable)
- Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

10-
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525-471

272170

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 21,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$147.00.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name L.R. Willson & Sons, Inc.

Address 773 Annapolis Road Gambrills, MD 21054

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 Pigwallow Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

L.R. Willson & Sons, Inc.

See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation



(Signature of Secured Party)

Type or Print Above Signature on Above Line
LARRY F. KIMMEL, ADMIN. V.P.

17-
147-
58

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 13, 19 88 between the under- signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Ford Lube & Fuel Truck	1979	LN-8000	49068
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>				

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

L.R. Willson & Sons, Inc.

By: _____

By: [Signature]

525 475 272471

FINANCING STATEMENT

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

1 DEBTOR(S) and Address(es) Future Carpets, Inc. 170-A Penrod Court Glen Burnie, MD 21061	2 SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St Paul Streets Baltimore, Maryland 21203 Attn: <u>Gloria Bolton</u> <div style="text-align: center; border-top: 1px solid black; padding-top: 5px;">Return to Secured Party</div>
---	---

3. This Financing Statement covers the following types (or items) of property
 All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E Other

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax (Md.)
 Principal amount of debt initially incurred is \$ _____

DEBTOR:

Future Carpets, Inc.
(Type Name)
 By: Stephen Rosenberg, President
 Stephen Rosenberg, President
 By: _____

SECURED PARTY:

SIGNET BANK/MARYLAND
 By: Ross L. Brown
 Ross L. Brown A.V.P.
(Type Name)
 4-7 19 88
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
 Md., Va., D.C., Pa.

1150

FINANCING STATEMENT

FILE NO.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1 DEBTOR(S) and Address(es)</p> <p>John R. Senatore, D.P.M. 7310 Ritchie Hwy Suite 503 Glen Burnie, MD 21061</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Gloria Bolton</p> <hr/> <p>Return to Secured Party</p>
---	--

3 This Financing Statement covers the following types (or items) of property
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of podiatrist (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever.

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations, all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E Other

4 Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax (Md)
Principal amount of debt initially incurred is \$ 42,200

DEBTOR

SECURED PARTY

SIGNET BANK/MARYLAND

By: John R. Senatore, D.P.M.
(Type Name)

By: [Signature]

By: John R. Senatore, Proprietor

Ross L. Brown, A.V.P.
(Type Name)

By: _____

April 5 1988
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

19
29750
.50

FINANCING STATEMENT FORM UCC-1 5/78

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name La Bonne Vie, Inc. t/a Cafe Normandie
Address 195 Main Street, Annapolis, MD 21401

2. SECURED PARTY

Name Nelco Corporation
Address P. O. Box 537, Laurel, MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

2 Model RC20SE Amana Commercial Microwave Ovens
Serial Numbers: 8801013642
8704013830

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

La Bonne Vie, Inc.
(Corporate or Trade Name)
[Signature]
(Signature of Debtor)
Michel Fretin
Type or Print Signature
[Signature]
(Signature of Debtor)
Jean Louis Evennot
Type or Print Signature

NELCO CORPORATION
[Signature]
(Signature of Secured Party)
Type or Print Above Signature on Above Line

115

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James & Joyce Cary
Address 5935 Arctic Terrace Rockville, MD 20853

2. SECURED PARTY

Name Trans-American Leasing Corp.
Address The Steffey Bldg., Ste. 200B
407 Grain Highway, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Certificate of Deposit Account held at Irvington Federal Savings & Loan Association #02-25000037

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James & Joyce Cary

James H. Cary
(Signature of Debtor)

James H. Cary
Type or Print Above Signature on Above Line

Joyce E. Cary
(Signature of Debtor)

Joyce E. Cary
Type or Print Above Signature on Above Line

Trans-American Leasing Corp.

Frank James Exbt.
(Signature of Secured Party)

Type or Print Above Name on Above Line

12.50
Filed with Anne Arundel County

525 PAGE 479

272475

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First and Address(es))
Jones of Annapolis, Inc.
2056 Generals Highway
Annapolis, MD 21401
M-32626

(2) Secured Party(ies) (Name(s) and Address(es))
Alban Tractor Co., Inc.
P. O. Box 9595
Baltimore, MD 21237

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered.
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
(If either block 3(a) or block 3 (b) applies describe the real estate, including record owner(s) in section (5).)

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property:

One (1) New Caterpillar Model #953 Track Loader S/N 20201894

NOT SUBJECT TO RECORDATION TAX

~~XXX~~ Products of the Collateral Are Also Covered.

(6) Signatures Debtor(s)

Jones of Annapolis, Inc
Marjorie Jones, Pres

(By) Marjorie Jones
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc

(By) [Signature]
Signature of Secured Party Permitted in Lieu of Debtor's Signature

(1) Collateral is subject to Security Interest In Another Jurisdiction and Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See G.S. 25-9-402 (2)

UCC-1

(1) Filing Officer Copy - Numeral

1150

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 30,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Chesapeake Canopies, Inc.

 (Name)
1654 Crofton Boulevard

 (Address)
Crofton, Maryland 21114

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Mr. Nicholas P. Lambrow

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following type(s) of property (the collateral) (attach separate list if necessary):

See attached schedule "A"

RECORDATION FEE 10.00
 RECORDATION FEE 10.00
 FEE 0.00
 TOTAL OF FEES 20.00

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assigned, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
Anthony McMillan, PRES (Seal)
 _____ (Signature)
Anthony McMillan, President
 _____ (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 _____ (Signature)
 _____ (Print or Type Name)

11-21050

525 451

Schedule "A"

Qty	Description
1	1. Sign Mate Model 1000 consisting of the following features: Serial #10687
1	1.1 Gantry Shape Cutter
1	1.1.1 Electronic Cable Package
1	1.1.2 Rack and Pinion Drives
1	1.1.3 Multiple Tool Mounting and Control
1	1.1.4 Cross Axis Powertrack Hose and Cable Carrier System
1	1.2 Tool Station
1	1.2.1 Standard 3.2 hp Router -Mister Cutting Lubrication System -Station Air Regulation System
1	1.2.2 "Floating Knife"
1	1.2.3 Pen and Holder
1	1.3 15' Pedestal and Rail System with hardened and ground Thomson Shafts
1	1.3.1 Rail Leveling Adjustments
1	1.4 Work Table (6' Wide x 10' Long)
1	1.4.1 Table Leveling Adjustments
1	1.5 Sign Design Station including the following: -IBM PC/AT Compatible / 20 GB 3 -12" x 18" Digitizer / 8/27 -80286 Processor -2 Floppy Disk Drives 1 each 360K 1 each 1.2 megabytes -44 Megabyte Hard Disk -Color Graphics Monitor with EVA Graphics Card -Newplot Sign Software <u>1500 2537</u> -30 Fonts -DOS System -Microsoft Mouse
1	1.6 Scanner
1	1.7 Production Control Unit
1	1.8 HP 7475 Plotter <u>2041 V 37040</u>

525-442

2772177

FINANCING STATEMENT

- 1. To be recorded in the Land Records
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$70,875.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
 Harms Corporation 90 Ritchie Highway
 Pasadena, Maryland 21122

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles St.
 Attention: Debra Grimm Baltimore, Maryland 21201
 Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors Harms Corporation
 BY: [Signature] (Seal) _____ (Seal)
 John E. Harms, Jr., President
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 989 (1-82)

497-50

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 9th FL.
 BALTIMORE, MARYLAND 21201

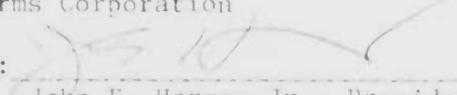
SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Harms Corporation (the "Debtor") and Equitable Bank, National Association (the "Bank") dated November 22, 1988.

SECTION F CONTINUED.

<u>Quantity</u>	<u>Model#</u>	<u>Serial#</u>	<u>Description</u>	
1	943	19700786	New Caterpillar Track Loader Equipped With: Teeth, Bucket (8 lg) Bolt On Tracks, Double Grouser Eng S/N 45V65152	E18C95 3G4017 7T4633 7C3256
1	943/973	68072	Industrial Cab Conversion panel Equipped with: WWF Wiper Assy 24 volt Tinted Glass Bucket, Multi Purpose 1.25 Cu YD Hydraulic System	E18452 5C8098 5C8064

Harms Corporation

BY:  (SEAL)
John E. Harms, Jr., President

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

272478

525 00454

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 4/15/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name M.J.W. ENTERPRISES, INC.
Address 1034 Whitehall Cove, Annapolis, Maryland 21401

2. SECURED PARTY

Name ACTION POWER SWEEP, INC.
Address 15742 Crabs Branch Way, Rockville, Maryland 20855
Harold B. Murnane III - Suite 200, 7425 Baltimore-Annapolis Blvd.
Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 15, 1992

4. This financing statement covers the following types (or items) of property: (list)
Equipment and Fixtures - All new and used equipment and fixtures owned by Debtor, including that list attached hereto as Exhibit A.
Contract rights and client lists - Any and all contract rights and client lists.
Insurance proceeds - Any and all right, title and interest in insurance proceeds due and payable in connection with said business.
Inventory - All of the debtor's inventory held from time to time.
Business Trade Name - Any and all rights in and to the business trade name "Action Power Sweep".
Specifically including all additions, replacements, and after acquired Collateral. Property to be generally located at 1034 Whitehall Cove, Annapolis, Maryland 21401.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

M.J.W. ENTERPRISES, INC.

BY: Charles M. Wagner
(Signature of Debtor)
Charles M. Wagner, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ACTION POWER SWEEP, INC.

BY: Paul R. Stevens
(Signature of Secured Party)
Paul R. Stevens, President
Action Power Sweep, Inc.

Type or Print Above Name on Above Line

1250

RECORD FEE
POSTAGE
REGISTERED MAIL

ACTION POWER SWEEP, INC. EQUIPMENT LIST

- 1 - 1985 Ford 8 ft. dump truck F350, 1 ton with snow plow-trailer and hitch
- 1 - 1984 Chevrolet truck, 1 ton with Schwunze super vac
- 1 - 1979 Ford truck with Tymco air sweeper
- 1 - 1985 Tennant Model 360 gas power sweeper, S/N 2393
- 1 - 1985 Tennant Model 527 power scrubber, S/N 524529
- ~~1 - 1984 Master trailer~~ *AP. C.W.*
- 1 - 1985 Homemade trailer modified for Tennant sweeper
- 1 - 1985 4x8 Homemade trailer with handcrank hose reel and Hotsy Model 842 pressure sprayer
- 1 - 1987 TENNANT Model 360 gas power Sweeper, S/N 1380 *AP. C.W.*

C.W. P.S.



FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: Land Financing Statement
Liber 497 Folio 438 File No. 261631
Date of Financing Statement May 1, 1985

NAME ADDRESS
1. Debtor(s) (or assignor(s)) No Street City State
Bay Forest Video, Inc. 936 Bay Ridge Road Annapolis Maryland 21403
2. Secured Party (or assignee)
SOVRAN BANK / MARYLAND 6610 Rockledge Dr., Bethesda, Maryland 20817

CHECK THE LINES WHICH APPLY

- 3. A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
 B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
 C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Dated: April 6, 19 88
Secured Party:
SOVRAN BANK / MARYLAND
By: Betty L. Talbot
Type Name Betty L. Talbot
Title Commercial Loan Operations Officer



10

Butler Leasing Company

272179

525 487

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

LESSEE (DEBTOR):
NOVA ENTERPRISES, INC.

212 NAJOLES DRIVE
MILLERSVILLE, MD. 21108

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

First Federal Savings & Loan
ASSOCIATION OF WASH. DC IS
1832 George Avenue
Annapolis, MD 21401

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.

COMPUTER SYSTEM CONSISTING OF HARDWARE:
1) IBM PS/2 MODEL 80 70MB (386), MONITOR, AND XENIX
SOFTWARE: JOB COST, PAYROLL, ACCOUNTS PAYABLE, GENERAL LEDGER, PURCHASE ORDER.
CONTRACT STATUS, DSL-JOB COST

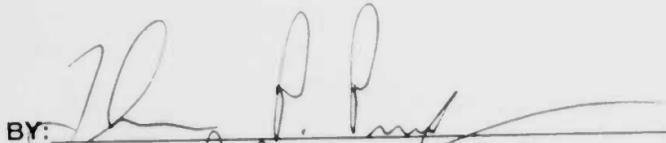
PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL
(including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: SAME

LESSEE (DEBTOR):
NOVA ENTERPRISES, INC.

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY:


THOMAS P. PRICKETT, PRESIDENT
PRINT NAME & TITLE

BY:


DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, MD 21045-0609

March 28, 1988:6382 D-06-2 (3/87)

11-50

272150

525 20488
FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use
File No.
Date &
Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

Prati Ventures, Inc., a Maryland corporation	2444	Solomons Island	Annapolis, Maryland	21401
---	------	-----------------	---------------------	-------

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

SOVRAN BANK/DC NATIONAL	1801 K Street, SW	Washington, DC	20006	
-------------------------	-------------------	----------------	-------	--

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE FOR FURTHER DESCRIPTION OF COLLATERAL.

SOVRAN BANK/DC NATIONAL
1801 K Street, SW
Washington, DC 20006

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is \$150,000.00 *tax paid in Anne Arundel County 1,050.00*

Debtor(s) or assignor(s)

Prati Ventures, Inc.

SOVRAN BANK/DC NATIONAL

(Seal)

(Corporate, Trade or Firm Name)

BY:

BY:

Joanne Warner
Signature of Secured Party or Assignee

Joanne Warner, Asst. Vice President

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RECORDING FEE 11.00
 RECORDING TAX 1050.00
 POSTAGE .50
 TOTAL DUES AND FEES 1061.50

11.50
1,050.00 tax

SCHEDULE "A"

Financing Statement

DEBTOR: Prati Ventures, Inc.

Description of Debtor's Collateral:

(a) Inventory Collateral. All of the Debtor's present and future Inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

(b) Furniture, Fixtures, Equipment and Supplies Collateral. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds.

Debtor's Initial:

Officer's Initial:

NO RECORDATION TAX ✓

BOOK 4535 PAGE 326

525 481

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

272183

To Be Recorded in the:

Financing Statement Records of the Maryland State Department of Assessments and Taxation

Financing Statement Records of Anne Arundel County, Maryland

Land Records of Anne Arundel County, Maryland

1. **NAME AND ADDRESS OF DEBTOR:**

MAGCO, INC.
42 Holly Road
Severna Park, Maryland 21146

2. **NAME AND ADDRESS OF SECURED PARTY:**

BAY NATIONAL BANK
2661 Riva Road
Annapolis, Maryland 21401

3. This Financing Statement covers all of the following property of the Debtor, subject to the first lien rights, if any, existing as of this date in favor of a bonding company.

A. **Inventory.** All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel paper.** All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder,

(ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

MAGCO, INC.

By: Mark A. Gaulin (SEAL)
MARK A. GAULIN
President

RETURN TO:

ROY A. HOAGLAND, ESQ.
Kolb & Hoagland, Chartered
7 Old Solomons Island Road
Suite 201
Annapolis, Maryland 21401

Mail to _____

525 492

272481

To Be Recorded In The Land
Records And In The Chattel
Records of Prince George's,
Anne Arundel, and Charles
Counties, the Chattel
Records Of Baltimore City
And Among The Financing
Statement Records Of The
State Department of
Assessments And Taxation.

NOT SUBJECT TO RECORDATION
TAX. THIS IS A SUPPLEMENTAL
FILING WITH NO ADDITIONAL
DEBT.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTORS:
BRANDYWINE SAND AND GRAVEL
COMPANY, formerly known as BSG
ENTERPRISES, INC.
5800 Sheriff Road
Fairmont Heights, Maryland 20743
and
MARVACO, INC.
5800 Sheriff Road
Fairmont Heights, Maryland 20743
and
MARVACO HOLDING COMPANY, INC.
5800 Sheriff Road
Fairmont Heights, Maryland 20743
2. SECURED PARTY:
THE FIRST NATIONAL BANK
OF MARYLAND
25 South Charles Street
Baltimore, Maryland 21201
Attention: Larry J. Schultz,
Senior Loan Executive
3. This Financing Statement covers and each of the Debtors
grant a security interest to the Secured Party in the
following:
 - a. Each of the Debtors' right, title, and interest in
and to all of the tangible and intangible assets
and/or property rights of each of the Debtors,
including, but not limited to the following kinds and
types of property owned by each of the Debtors,
wherever located, whether now owned or hereafter

116 SU

acquired by each of the Debtors, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

- (i) All of the Debtors' Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtors' Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtors' Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtors' Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by each of the Debtors to customers, as well as all rights of any kind of each of the Debtors to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtors' inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by each of the Debtors, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter,

"Inventory") including, but not limited to, all consigned Inventory;

- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
 - (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
 - (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
 - (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
 - (xi) General Intangibles in the form of goodwill; and
 - (xii) All records relating to or pertaining to any of the above.
- b. All of the Debtors' right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtors in any capacity, including, but not limited to, any balance or share belonging to the Debtors of any deposit or other account with the Secured Party.

525 495

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property. Some of the above described property may be affixed the property described on Exhibit "A" attached hereto. The record owners of such property are set forth on Exhibit "A".

SECURED PARTY:
THE FIRST NATIONAL BANK
OF MARYLAND

By: [Signature] (SEAL)
Larry J. Schultz,
Senior Loan Executive

DEBTORS:

BRANDYWINE SAND AND GRAVEL
COMPANY, Formerly Known
As BSG Enterprises, Inc.

By: [Signature] (SEAL)
Donald M. Wolf,
President

MARVACO, INC.

By: [Signature] (SEAL)
Donald M. Wolf, President

MARVACO HOLDING COMPANY, INC.

By: [Signature] (SEAL)
Donald M. Wolf, President

TO FILING OFFICER: After this statement has been recorded,
please return to:

Laura Sadegh
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JMS) 07297

JMS:DIR
B7297.FS1

EXHIBIT "A"

(REAL PROPERTY DESCRIPTION TO FINANCING STATEMENTS)PARCEL ONE

All those pieces or parcels of land situate, lying and being in the Eighth Election District, Prince George's County, Maryland, and described as Parcels I, II, and III, as follows:

PARCEL I: BEGINNING for the same at a stone on the east side of Thomas Tippet's spring and at a corner of W.R.C. Connick's land and running with the same South 37 degrees 45 minutes 00 seconds West, 892 feet to a stone; thence South 81 degrees 20 minutes 00 seconds West, 293 feet to a white oakstump; thence South 22 degrees 45 minutes 00 seconds East, 228 feet to a holly tree; thence following a branch South 55 degrees 56 minutes 00 seconds East, 244 feet to a poplar tree; thence South 47 degrees 30 minutes 00 seconds East, 237 feet to a poplar tree; thence South 41 degrees 30 minutes 00 seconds East, 100 feet; thence South 56 degrees 00 minutes 00 seconds East, 100 feet; thence South 75 degrees 15 minutes 00 seconds East, 248 feet; thence South 45 degrees 00 minutes 00 seconds East, 100 feet; thence South 87 degrees 15 minutes 00 seconds East, 129 feet to an oak tree; thence North 42 degrees 08 minutes 00 seconds East, 160 feet; thence North 52 degrees 30 minutes 00 seconds East, 405 feet; thence North 36 degrees 00 minutes 00 seconds East, 126 feet; thence North 84 degrees 15 minutes 00 seconds East 61 feet; thence North 16 degrees 45 minutes 00 seconds East 80 feet; thence North 66 degrees 30 minutes 00 seconds East, 103 feet; thence leaving said branch North 28 degrees 30 minutes 00 seconds East, 1602 feet to a stone south of another branch; thence up and with said branch North 61 degrees 45 minutes 00 seconds West, 202 feet; thence North 69 degrees 30 minutes 00 seconds West, 203 feet; thence North 85 degrees 15 minutes 00 seconds West, 76 feet; thence North 56 degrees 15 minutes West, 100 feet; thence North 77 degrees 15 minutes 00 seconds West, 208 feet; thence South 82 degrees 30 minutes 00 seconds West, 454 feet; thence South 51 degrees 45 minutes 00 seconds West, 200 feet; thence South 73 degrees 00 minutes 00 seconds West, 242 feet; thence South 41 degrees 45 minutes 00 seconds West, 200 feet; thence South 43 degrees 15 minutes 00 seconds West, 100 feet; thence South 08 degrees 30 minutes 00 seconds West, 138 feet; thence South 41 degrees 08 minutes 00 seconds West, 73 feet; thence South 55 degrees 30 minutes 00 seconds West, 178 feet; thence South 59 degrees 45 minutes 00 seconds West, 165 feet to the place of beginning. Containing 87.5 acres, more or less.

PARCEL II: All that one acre, more or less in Aquasco District, adjoining above described Hoehn Tract and Deed from Cora Downing to Paul A. Klemm, and Described as follows: BEGINNING at an iron auto axle on the east side of the State Road from T.B. to Benedict, with land or W.R.C. Connick on the north and running South along east side of State Road, 120 feet to an iron axle and bounded on the south by the land of Miss Cora Downing; thence running East, 360 feet, more or less, to an iron auto axle; thence running North, 120 feet, to an iron auto axle bounded on the east by the land or Paul A. Klemm; thence West, 360 feet, more or less, to the point of beginning. Containing one (1) acre, more or less.

PARCEL III: That tract of land situate, lying and being in Prince George's County, Maryland, located near public road from Woodville to Horsehead called "WOODBORO" and "POPLAR HILL" or by whatever name it may be called, and described, as follows: BEGINNING for the same at a stone on the North side of the road to dwelling house and one of its boundaries of St. Thomas' Church lot, and with said lot to Mrs. A. Lela Scully's land; thence in an Easterly direction with the said land to Boykin E. Watson's land; and thence with said land to Sarah Smallwood's land; thence up a small stream dividing said land from Sarah Smallwood's land to W.R.C. Connick's land; thence with Connick's line northerly to road to dwelling house; thence up said road to the beginning. Containing 43 acres, more or less.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand & Gravel Company, a partnership, dated September 1, 1977 and recorded February 1, 1978 in Liber 4884 at folio 85, among the Land Records of Prince George's County, Maryland.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a corporation, dated December 1, 1982, and recorded May 23, 1983, in Liber 5692 Folio 836, among the land records of Prince George's County, Maryland. The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWO

All those pieces or parcels of land situate, lying and being in the Eleventh Election District, Prince George's County, Maryland, and described as Parcels 3 and 2, as follows:

PARCEL 3: BEGINNING at the intersecting point of the southernmost boundary of the 250 foot wide PEPCO transmission line right of way described in a Deed recorded in Liber 3098 at folio 441, of the Land Records of Prince George's County, Maryland and the 8th or North 13 degrees 54 minutes West, 854.70 foot line of the conveyance to Eugene Chaney, et ux described in Liber 2412 at filio 490 of said Land Records; thence running with said southernmost boundary of said right of way with bearings reference to said conveyance to Chaney.

- 1) South 51 degrees 36 minutes 53 seconds East, 2212.04 feet to intersect the westernmost outline of "Lot 1, Talbert Substation 166" as shown on a plat recorded in Plat Book 68-98 in the aforesaid Land Records; thence running with said westernmost outline.
- 2) South 22 degrees 57 minutes 49 seconds West, 1786.90 feet to intersect the 18th or South 74 degrees 30 minutes West, 140 foot line of Tract 1 of the above mentioned conveyance to Chaney, thence running with said line.
- 3) South 74 degrees 30 minutes West, 12.26 feet to the end thereof, thence continuing with said outline.
- 4) South 67 degrees 10 minutes West, 160.00 feet.
- 5) North 40 degrees 50 minutes West, 26.00 feet.
- 6) South 74 degrees 55 minutes West, 91.00 feet.
- 7) South 21 degrees 55 minutes West, 81.56 feet.
- 8) North 55 degrees 09 minutes West, 27.86 feet.
- 9) North 41 degrees 54 minutes West, 1186.02 feet.
- 10) North 03 degrees 36 minutes East, 1023.00 feet.
- 11) North 07 degrees 39 minutes West, 264 feet.
- 12) North 21 degrees 36 minutes East, 99.00 feet.
- 13) North 02 degrees 54 minutes West, 264.00 feet.
- 14) North 18 degrees 54 minutes West, 165.00 feet.

- 15) North 65 degrees 36 minutes East, 188.10 feet,
- 16) North 13 degrees 54 minutes West, 404.93 feet to the place of beginning.
Containing 76.6012 acres in Parcel 3.

PARCEL 2: BEGINNING at the intersecting point of the 37th or South 58 degrees 26 minutes 30 seconds East, 878.42 foot line of Tract 2 of the conveyance from Frank A. Robinson, et ux to Eugene Chaney, et ux described in Liber 2412 at folio 490, of the Land Records of Prince George's County, Maryland, and the North 15 degrees 10 minutes 39 seconds East, 2849.32 line of "Lot 1, Talbert Substation 166" as shown on a plat recorded in the aforesaid Land Records in Plat Book 68-98, thence running with the then westernmost boundary of said Lot with bearings rotated to above mentioned deed datum,

- 1) South 22 degrees 57 minutes 49 seconds West, 806.34 feet to the northernmost boundary of a 250 foot wide PEPCO transmission line right of way described in a Deed recorded in Liber 3098 at folio 441, in the aforesaid Land Records; thence running with said northernmost boundary, reversely,
- 2) North 51 degrees 36 minutes 53 seconds West, 2466.37 feet to a point in the outline of the aforesaid conveyance to Eugene Chaney, et ux, thence running with said outline, with the eighth or North 13 degrees 54 minutes 00 seconds West, 854.70 line of Tract 1 thereof.
- 3) North 13 degrees 54 minutes 00 seconds West, 41.09 feet to the end thereof, thence continuing with said outline.
- 4) North 66 degrees 06 minutes 00 seconds East, 379.50 feet.
- 5) North 06 degrees 06 minutes 00 seconds East, 198.00 feet.
- 6) North 39 degrees 54 minutes 00 seconds West, 297.00 feet.
- 7) South 66 degrees 54 minutes 00 seconds East, 330.00 feet, thence leaving Tract 1 and running with the outline of Tract 2 (line 35),
- 8) South 70 degrees 32 minutes 20 seconds East, 282.46 feet,
- 9) South 49 degrees 16 minutes 30 seconds East, 1370.20 feet and,
- 10) South 58 degrees 26 minutes 30 seconds East, 553.88 feet to the place of beginning.
Containing 39.5609 acres of land, and being the residue that lies to the north of the PEPCO transmission line right of way described in a Deed recorded in Liber 3098 at folio 441, of the aforesaid Land Records; and to the west of "Lot 1, Talbert Substation 166" as shown on a plat recorded in Plat Book 68-98. Containing in the aggregate (Parcels 3 and 2) 116.1621 acres and with the exception of Parcel 1, not conveyed herewith.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Co., a Partnership, dated November 1, 1976 and recorded November 19, 1976 in Liber 4696 at folio 56, among the Land Records of Prince George's County, Maryland.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a corporation, dated December 1, 1982, and recorded May 23, 1983, in Liber 5692 Folio 822, among the land records of Prince George's County, Maryland. The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL THREE

All that piece or parcel of land situate, lying and being in the Eighth Election District, Prince George's County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe found at the northeast corner of the land herein conveyed, said pipe being the beginning point of the 145.2 acre tract conveyed to Perry A. Buckler in a Deed recorded in Liber 794 at folio 149, of the Land Records of Prince George's County, Maryland, said pipe being distant North 84 degrees 58 minutes 16 seconds West, 140.21 feet from a stone found; thence running with the first line of said Deed recorded in Liber 794 at folio 149, of said Land Records, as now surveyed.

- (1) South 06 degrees 41 minutes 46 seconds East, 1997.33 feet to the center line of a 24 inch hickory tree at the end thereof; thence running with the second line in said Deed recorded in Liber 794 at folio 149, of the aforesaid Land Records.
- (2) North 84 degrees 30 minutes 08 seconds West, 1022.13 feet to a stone found at the end thereof; thence running with the third line in said Deed recorded in Liber 794 at folio 149, of the aforesaid Land Records.
- (3) South 83 degrees 50 minutes 41 seconds West, 1055.66 feet to an iron pipe set at the end thereof; thence running with the fourth line of said Deed recorded in Liber 794 at folio 149, of aforesaid Land Records.
- (4) North 06 degrees 41 minutes 07 seconds West, 343.41 feet to the center line of a 26 inch oak tree (indicated as a gum tree in Deed recorded in Liber 794 at folio 149, of said Land Records) at the end thereof; thence running with the fifth line of said Deed recorded in Liber 794 at folio 149 of the aforesaid Land Records.
- (5) North 15 degrees 37 minutes 29 seconds East, 820.97 feet to a stone found at the end thereof; thence leaving the outlines of said Deed recorded in Liber 794 at folio 149, of the aforesaid Land Records; and running across the 145.2 acre tract described therein.
- (6) North 12 degrees 59 minutes 41 seconds East, 458.41 feet to an iron pipe set; thence continuing across the 145.2 acre tract conveyed in said Deed recorded in Liber 794 at folio 149, of the aforesaid Land Records.
- (7) North 49 degrees 25 minutes 00 seconds West, 88.30 feet to a pipe set near the southeasterly side of an existing 12 foot wide gravel roadway; thence continuing across the 145.2 acre tract conveyed in said Deed recorded in Liber 794 at folio 149, of the aforesaid Land Records.
- (8) North 40 degrees 34 minutes 00 seconds East, 100.00 feet to an iron pipe to be set near the southeast side of said existing roadway, said pipe being distant South 31 degrees 38 minutes 30 seconds West, 100.04 feet from a pipe found at the end of the fourth or North 50 degrees 21 minutes 00 seconds West, 248.05 foot line of a 5 acre tract conveyed by Perry A. Buckler, unmarried, to Earl Thomas Buckler, et ux, by Deed dated December 1949 and recorded in Liber 1183 at folio 308, of the aforesaid Land Records; thence leaving said side of said existing roadway and continuing across the 145.2 acre tract conveyed in the Deed recorded in Liber 794 at folio 149, of the aforesaid Land Records, the following two (2) courses and distances.
- (9) South 59 degrees 56 minutes 30 seconds East, 284.51 feet to an iron pipe set; thence running,
- (10) North 82 degrees 43 minutes 30 seconds East, 411.64 feet to an iron pipe set; thence continuing across the 145.2 acre tract conveyed in the Deed recorded in Liber 794 at folio 149, of the aforesaid Land Records, and also running reversely with the second line of the 5 acre tract previously conveyed in the Deed recorded in Liber 1183 at folio 308, of the aforesaid Land Records.
- (11) North 04 degrees 28 minutes 19 seconds East, 460.78 feet to an iron pipe found at the end of the first line of said 5 acre tract, as conveyed in the aforesaid Deed recorded in Liber 1183 at folio 308, of said Land Records, said pipe also being in the eighth or South 82 degrees 16 minutes 00 seconds East, 4427.0 foot line of the 145.2 acre tract conveyed in the Deed recorded in Liber 794 at folio 149, of the aforesaid Land Records; thence running with part of said eighth line.

(12) South 84 degrees 34 minutes 34 seconds East, 865.31 feet to the end of said line and the beginning of the land herein conveyed. Containing 75.428 acres of land, more or less.

TOGETHER WITH the non-exclusive use of a part of the right of way established in Deed recorded in Liber JWB 30 at folio 644, of the aforesaid Land Records, which right of way now granted is not to exceed 20 feet in width and the southeasterly side of which is more particularly described as follows:

BEGINNING for the same at an iron pipe set at the end of the seventh line of the hereinbefore described 75.428 acre tract; thence running with the eighth line thereof,

(1) North 40 degrees 34 minutes 00 seconds East, 100.0 feet to a pipe to be set; thence running across the 145.2 acre tract conveyed in said Deed recorded in Liber 794 at folio 149, of the aforesaid Land Records,

(2) North 31 degrees 38 minutes 30 seconds East, 100.04 feet to a pipe found at the end of the fourth or North 50 degrees 21 minutes 00 seconds West, 248.05 foot line of a 5 acre tract conveyed by Perry A. Buckler, unmarried, to Earl Thomas Buckler, et ux, by Deed dated December, 1949 and recorded in Liber 1183 at folio 308, of the aforesaid Land Records; thence running with the fifth and sixth lines of the aforesaid Deed recorded in Liber 1183 at folio 308, of said Land Records,

(3) North 28 degrees 08 minutes 30 seconds East, 275.43 feet to a point; and

(4) North 33 degrees 56 minutes 30 seconds East, 96.24 feet to a point in the eighth or South 82 degrees 16 minutes 00 seconds East, 4427.00 foot line of the 145.2 acre tract conveyed in the Deed recorded in Liber 794 at folio 149, of the aforesaid Land Records; said right of way now granted being 20 feet wide and lying northwesterly and contiguous with the hereinbefore described four (4) courses and distances; said 20 foot right of way now granted is intended to connect to the 20 foot wide right of way, conveyed by Joseph Krempasky, et ux, to Perry A. Buckler by Deed recorded in Liber 3151 at folio 370, of the aforesaid Land Records, and is for purposes of ingress and egress.

ALSO granted is the right of use for purposes of ingress and egress of the 20 foot wide right of way, conveyed by Joseph Krempasky, et ux, to Perry A. Buckler, in said Deed recorded in Liber 3151 at folio 370, of the aforesaid Land Records, to which instrument reference is made for a more complete description, and all right, title and interest to any land lying east of the first line of the heretofore described 75.428 acre parcel.

AND BEING all of the land conveyed by that certain Deed to Brandywine Sand & Gravel Co., a Maryland partnership, dated May 15, 1981 and recorded May 15, 1981 in Liber 5405 at folio 510, among the Land Records of Prince George's County, Maryland.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a corporation, dated December 1, 1982, and recorded May 23, 1983, in Liber 5692 Folio 832, among the land records of Prince George's County, Maryland. The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL FOUR

BEING part of that piece or parcel of land situate, lying and being in the Fourth Election District, Prince George's County, Maryland and also being part of the land conveyed by Laidler Bowie Mackall, trustee to Mary B. Prince and Laidler B. Mackall by deed dated September 27, 1973 and recorded in Liber 4282 at Folio 864 among the Land Records of Prince George's County, Maryland and being more particularly described as follows:

BEGINNING at the northerly corner of Lot 1, Prince Subdivision as recorded in Plat Book WW85 as Plat 56 and the easterly right of way line of North Keys Road and thence running with said right of way line.

1. North 46° 37' 56" East, 395.71 feet to a point, thence
2. North 41° 44' 10" East, 388.74 feet to a point, thence
3. North 32° 45' 10" East, 396.20 feet to a point, thence
4. North 22° 24' 30" East, 382.98 feet to a point, thence
5. North 31° 54' 05" East, 268.26 feet to a point, thence
6. North 64° 53' 58" East, 222.95 feet to a point, thence
7. South 88° 08' 42" East, 230.50 feet to a point, thence
8. South 59° 47' 32" East, 265.25 feet to a point, thence
9. South 46° 26' 52" East, 514.95 feet to a point, thence
10. South 72° 49' 10" East, 244.02 feet to a point, thence
11. South 87° 15' 35" East, 738.20 feet to a point, thence
12. South 72° 38' 00" East, 342.35 feet to a point, thence
13. South 60° 15' 10" East, 522.77 feet to a point, thence leaving said right of way and running with the PEPCO Transmission Line right of way
14. South 26° 18' 50" East, 355.00 feet to a point, thence with the property of Edna G. McKee as conveyed in Liber 2307 at Folio 257
15. North 85° 18' 20" West, 82.57 feet to a point, thence
16. South 49° 11' 40" West, 181.50 feet to a point, thence
17. South 37° 11' 40" West, 107.20 feet to a point, thence
18. South 18° 41' 40" West, 181.50 feet to a point, thence
19. South 43° 41' 40" West, 181.50 feet to a point, thence
20. South 34° 11' 40" West, 330.00 feet to a point, thence
21. South 67° 41' 40" West, 93.50 feet to a point, thence
22. South 54° 11' 40" West, 156.75 feet to a point, thence
23. South 47° 41' 40" West, 198.00 feet to a point, thence with the property of Gladys Diggs, et al as conveyed in Liber 4598 at Folio 062
24. South 54° 11' 40" West, 198.00 feet to a point, thence
25. North 38° 48' 20" West, 701.20 feet to a point, thence with the property of the aforesaid Diggs, et al, Curtis L. Warren as conveyed in Liber 4207 at Folio 662 and Nathaniel Price as conveyed in Liber 4249 at Folio 302
26. South 60° 56' 40" West, 2458.50 feet to a point, thence with the property of Frank H. Perry as conveyed in Liber 3604 at Folio 518, John W. Simms as conveyed in Liber 3583 at Folio 234 and Lot 1 of Simms Acre Subdivision as recorded in Plat Book WW80 as Plat 51
27. North 40° 18' 20" West, 1088.50 feet to a point, thence with Lot 1 of Burnetts Acre Subdivision recorded in Plat Book WW76 as Plat 2
28. North 23° 11' 24" East, 171.27 feet to a point, thence, with Lot 1, Prince Subdivision recorded in Plat Book WW85 as Plat 56
29. North 60° 56' 21" East, 671.69 feet to a point, thence
30. North 42° 38' 56" West, 265.00 feet to the point of beginning, containing 158.9118 acres of land.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a corporation, dated December 1, 1982, and recorded May 23, 1983, in Liber 5692 Folio 839, among the land records of Prince George's County, Maryland. The record owner is BRANDYWINE SAND AND GRAVEL COMPANY.

525 DE 502
PARCEL FIVE

All that piece of land situate, lying and being in the Eleventh (11th) Election District, Prince George's County, Maryland, described as follows:

BEGINNING for the same at an iron pipe planted on the east right-of-way line of the Southern Maryland Railroad and the center line of the old Indianhead Road, and bearing from this beginning point along the center line of the old Indianhead South $51^{\circ} 51'$ West 112.74 feet to an iron pipe. Then leaving road and bearing North $77^{\circ} 49'$ West 271.3 feet to the east boundary line of a 50 foot right-of-way to be dedicated for public use, a witness pipe 1.45 feet from corner. Then bearing with the East line of the 50 foot dedicated right-of-way on a curve, the chord bearing of which is North $17^{\circ} 7' 50''$ East 129.52 feet to an iron pipe. Then bearing North 2° East 61.64 feet to a point on the south edge of the state road leading from Brandywine to Baden passing over a witness pipe 23.64 feet from corner. Then bearing South $83^{\circ} 8'$ East 194.03 feet to the northeast corner of the whole tract. Then bearing South $38^{\circ} 55'$ East 191 feet to place of beginning passing over a witness pipe on line 32 feet from corner. Containing within the above mentioned courses and distances 1.273 acres of land, more or less.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a corporation, dated December 1, 1982, and recorded May 23, 1983, in Liber 5692 Folio 829, among the land records of Prince George's County, Maryland. The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL SIX

All that piece of land situate, lying and being in the Eleventh (11th) Election District, Prince George's County, Maryland, described as follows:

That property described as Lot Nine (9) of the Estate of William H. Early, as shown in the Commissioner's return filed in Equity Cause #1904 among the Equity records of the Circuit Court for Prince George's County, Maryland and described in a deed from Nellie S. Early, widow, to Charles S. Early, dated August 30, 1948, and recorded among the aforesaid Land Records in Liber 1065-141, in which deed said Lot Nine (9) is described as follows:

Beginning at a stake in the center of the Southern Maryland Railroad where it crosses the Indian Head Road and running with said road (1) S. 39° E. 93.48 chains, leaving the road (2) S. $84^{\circ} 15'$ W. 51.68 chains to a stump (3) S. $58^{\circ} 45'$ W. 6.17 chains (4) W. $85^{\circ} 45'$ W. 34.46 chains (5) S. 17° E. 4.50 chains (6) N. $67^{\circ} 30'$ E. 8.50 (7) N. 11° E. 65 chains (8) N. $35^{\circ} 30'$ E. 12.85 chains (9) N. $9^{\circ} 30'$ E. 16.35 chains (10) N. 66° W. 7.57 chains (11) N. 60° W. 600 chains (12) N. 13° E. 7.50 (13) N. $44^{\circ} 13'$ E. 13.63 chains (14) N. $38^{\circ} 15'$ W. 380 chains (15) N. 45° W. 4.75 chains to the Indian Head Road and with said road (16) N. $40^{\circ} 45'$ E. 336 chains (17) N. 51° E. 539 chains to the beginning containing 357 acres of land clear of the railroad.

SAVING AND EXCEPTING that property conveyed by Charles S. Early, et al., to the United States of America by deed dated June 23, 1952, and recorded among the Land Records of Prince George's County, Maryland, in Liber 1511 at Folio 478 to which deed reference is made for exceptions from the tract hereby conveyed.

525 and 503

The fee simple interest in the real estate described as Parcel "B" in said deed is granted by this deed subject to the rights therein conveyed to the United States Government.

ALSO SAVING AND EXCEPTING that property conveyed by Louis J. Carusillo and Anna T. Carusillo, His wife, and Alice M. Mathews, widow, surviving Tenant of Max J. Mathews, deceased, dated December 31, 1973 recorded January 16, 1974 in Liber 4323 at folio 793 and re-recorded March 8, 1974 in Liber 4340 at folio 680.

Being assessed for taxation purposes as 84.53 Acres more or less.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a corporation, dated December 1, 1982, and recorded May 23, 1983, in Liber 5692 Folio 826, among the land records of Prince George's County, Maryland. The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL SEVEN

BEGINNING for the same at a point in the center of the County Road from Governor's Bridge to Quenn Anne's Bridge, said point of beginning being South 18 degrees 15 minutes 00 seconds West, 40 feet from the beginning point of the whole tract as recorded in the Land Records of Anne Arundel County, Maryland, in Liber G.W. No. 71 at folio 267; thence leaving the outlines and running across the whole tract South 72 degrees 45 minutes 00 seconds West, 607.3 feet to a stake on the Southeast side of a 40 foot right of way reserved by August Shubert, and wife; thence leaving said right of way South 10 degrees 23 minutes 00 seconds East, 260.6 feet; thence South 36 degrees 21 minutes 00 seconds West, 438.5 feet and South 46 degrees 31 minutes 00 seconds West, 1249.2 feet to a stake 2.5 feet west of a bounded oak; thence South 60 degrees 07 minutes 00 seconds West, 217.1 feet to a nail in a root three (3) feet east from a bounded poplar; thence South 75 degrees 54 minutes 00 seconds West, 405 feet and South 78 degrees 44 minutes 00 seconds West, 965.7 feet to a stake on the south side of a meadow; thence South 78 degrees 44 minutes 00 seconds West, 568 feet, more or less, to the bank of the Patuxent River; thence with the meanders of said river (as shown on the plat and as surveyed by William Pervail, Surveyor, to 1904) to the end of the 28th line of said Willam Pervail Plat; thence still with the lines as run by said Pervail, reversed with due allowance for variation North 23 degrees 00 minutes 00 seconds East, 43.7 feet to a stone North 70 degrees 45 minutes 00 seconds East, 95.7 feet, North 34 degrees 00 minutes 00 seconds West, 82.6 feet, North 76 degrees 45 minutes 00 seconds West, 69.3 feet, North 38 degrees 45 minutes 00 seconds West, 198 feet, North 01 degree 15 minutes 00 seconds East, 561 feet, North 79 degrees 15 minutes 00 seconds East, 330 feet to a hickory tree North 08 degrees 15 minutes 00 seconds East, 234.3 feet, North 11 degrees 00 minutes 00 seconds East, 264 feet, North 02 degrees 15 minutes 00 seconds East, 115.5 feet, North 12 degrees 15 minutes 00 seconds East, 148.5 feet, North 13 degrees 45 minutes 00 seconds East, 132 feet, North 02 degrees 45 minutes 00 seconds West, 82.5 feet, North 45 degrees 15 minutes 00 seconds East, 75.9 feet, North 63 degrees 15 minutes 00 seconds East, 181.5 feet, North 56 degrees 30 minutes 00 seconds East, 200.5 feet, North 65 degrees 30 minutes 00 seconds East, 338.3 feet, North 61 degrees 00 minutes 00 seconds East, 445.5 feet, North 23 degrees 00 minutes 00 seconds East, 66 feet, North 49 degrees 15 minutes 00 seconds East, 297 feet, North 82 degrees 30 minutes 00 seconds East, 49.5 feet to said County Road; thence with same North 04 degrees 15 minutes 00 seconds West, 330 feet, North 23 degrees 30 minutes 00 seconds West, 495 feet, and North 18 degrees 15 minutes 00 seconds West, 207.5 feet to the beginning. Containing 124.3 acres of land, more or less, according to the plat of beginning. Containing 124.3 acres of land, more or less, according to the plat and survey by Edward Hall, Jr., in January, 1926.

Being all of that tract of land which, by Deed dated the 17th day of July, 1943, and recorded in the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 281 at folio 421, was granted and conveyed to Carl Louis Abend and Adelaide Marie Abend, his wife, by Henry Beck, and Alma King Beck, his wife, containing 124.3 acres of land, more or less.

EXCEPTING, NEVERTHELESS, from the above described tract of land:

First: The tract of 55.2 acres of land, which by Deed dated March 6, 1945 and recorded in the Land Records of Anne Arundel County, Maryland, in Liber 325 at folio 478, was granted and conveyed by Carl Louis Abend, and Adelaide Marie Abend, his wife, to Leroy Edward Africa, and Evelyn Janice Africa, his wife.

Second: The tract of 4.75 acres of land, which by Deed dated May 6, 1977 and recorded in the Land Records of Anne Arundel County, Maryland, in Liber 3011 at folio 714, was granted and conveyed by Carl Louis Abend, and Adelaide Marie Abend, to H. D. Hunt.

Leaving now in said tract of land hereby conveyed 64.35 acres of land, more or less.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a Maryland corporation, dated December 2, 1982, and recorded May 24, 1983, in Liber 3588 Folio 713, among the land records of Anne Arundel County, Maryland. The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL EIGHT

All that piece of land, containing 8.03 acres, more or less, located in the First Election District of Anne Arundel County, Maryland, and known as Parcel 57, bounded on the North and East by Parcel 4, in the ownership of Reliable Construction Company/South Shore Development Company, Inc., consisting of 53.50 acres, on the South it is bounded by Parcel 5 in the ownership of Arthur L. Cook, consisting of 7.96 acres and parcel 16, and on the West by Parcel 58 in the ownership of Patricia A. Musil (formerly owned by Preston A. Hicks, uncle of Ms. Musil), consisting of 13.28 acres.

Use in common with others of a fifteen (15) foot right of way running along and parallel with the forth line of the above described property.

AND being all the land conveyed by that certain Deed to DSG Holdings, Inc., a Maryland corporation, dated July 1, 1981 and recorded November 5, 1981 in Liber 3451 at folio 857, among the Land Records of Anne Arundel County, Maryland.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a Maryland corporation, dated December 2, 1982, and recorded May 24, 1983, in Liber 3588 Folio 726, among the land records of Anne Arundel County, Maryland. The record owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL NINE

Beginning for the same at an iron pipe now set at the intersection of the divisional line between the property of Bowie Ravel Company and the property conveyed by Maggie Sharps, et al., to Josephine Mackell, et al., by deed dated May 15, 1960, and recorded among the land records of Anne Arundel County in liber G.T.C. 1479, folio 361, with the

westernmost side of the Sands, or Patuxent River County Road; said beginning point being distant North 67 degrees 18 minutes 10 seconds East 85.78 feet from an iron pipe found at Anne Arundel County control survey marker number 404A identified by coordinates North 378083.95 and East 892793.33; thence leaving said beginning point so fixed and said County Road and running with the northernmost lines of the conveyance by Fred C. Knauer and wife to the Bowie Ravel Company by deed dated December 27, 1961, and recorded among said land records in liber G.T.C. 1534, folio 135, with meridian referred to Anne Arundel County grid, passing through a cedar tree on the north side of a cemetery.

(1) North 85° 41' West 980.18 feet to an iron pipe now set; thence running

(2) North 85° 51' West 1062.65 feet to an iron pipe now set on the east bank of the Patuxent River; thence leaving said conveyance to the Bowie Ravel Company and running with the east shore line of said Patuxent River, closely paralleled by the following eight courses and distances:

(3) North 2° 39' 40" East 157.18 feet;

(4) North 16° 52' 10" East 107.32 feet;

(5) North 29° 44' 40" East 144.23 feet;

(6) North 53° 23' 40" East 115.94 feet;

(7) North 65° 13' 40" East 151.90 feet;

(8) North 72° 15' 10" East 216.42 feet (erroneously referred to in deed 2207-522 as "North 27 degrees 15 minutes 10 seconds East 216.42 feet");

(9) North 50° 41' 40" East 230.25 feet; and

(10) North 34° 37' 10" East 248.33 feet to an iron pipe found at the end of the North 42° West 596 foot line described in the conveyance by Rufus Reubin Salter to Robert L. Moreland and wife by deed dated February 16, 1950, and recorded among said land records in liber J.H.H. 567, folio 588; thence leaving the shore line of the Patuxent River and running reversely with said line, as now surveyed.

(11) South 49° 31' 50" East 596.56 feet to an iron pipe there found; thence leaving said conveyance and running reversely with the lines of the conveyance by R. Lillian Nowell, widow, to Robert L. Moreland and wife by deed dated February 1967 and recorded among said land records in liber M.S.H. 2045 folio 113.

(12) South 67° 15' 50" East 329.10 feet to an iron pipe there found;

(13) North 80° 25' 30" East 231.16 feet to an iron pipe there found;

(14) South 76° 32' 20" East 181.42 feet; and

(15) South 25° 04' 10" East 330.00 feet to the westernmost side of the Sands, or Patuxent River County Road (30 feet wide); thence leaving said conveyance to Moreland and running with the westernmost side of said County Road;

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- (16) South 31° 17' West 132.19 feet;
- (17) South 26° 47' West 77.78 feet;
- (18) South 19° 10' 30" West 66.19 feet, and
- (19) South 12° 58' 40" West 23.95 feet to the place of beginning.

Containing 30.653 acres, more or less, according to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in February 1968.

Being the same property described in a deed from grantors recorded in liber 3320 at folio 486 among the land records aforesaid.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a Maryland corporation, dated December 2, 1982, and recorded May 24, 1983, in Liber 3588 folio 728, among the land records of Anne Arundel County, Maryland. The record owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TEN

All that piece or parcel of land, situate, lying and being in Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe found which marks the intersection formed by the westernmost side of Sands Road with the northernmost side of a right-of-way 16 feet wide more particularly described in that conveyance from Edith F. Miller, widow, to Russell Brady and Mae Brady, his wife, by deed dated February 26, 1973 and recorded among the Land Records of Anne Arundel County in Liber WGL No. 2571, folio 573; said pipe also marks the point of beginning of Tract 22 described in that conveyance from Contee Sand and Gravel Company, Inc., successor by merger to Bowie Ravel Company and Percon, Inc. to Boykin Resources, Inc. by confirmatory deed dated January 31, 1974 and recorded among the Land Records of Anne Arundel County in Liber WGL No. 2553, folio 6. Thence from the point of beginning so fixed leaving said Sands Road and binding on the northernmost side of said right-of-way 16 feet wide as previously established, North 85 degrees 41 minutes 00 seconds West 1002.00 feet to a pipe set; thence leaving said right-of-way and binding on the common boundary line between the property of the herein named Grantor and the property of Russell Brady and wife, the following two courses and distances: North 22 degrees 47 minutes 00 seconds East 277.88 feet to a pipe found; thence North 85 degrees 4 minutes 00 seconds West 901.15 feet to a pipe set on the east bank of the Patuxent River; thence leaving said last mentioned common boundary line and binding on the east bank of said Patuxent River, the following two courses and distances: North 02 degrees 55 minutes 00 seconds West 244.66 feet; thence North 06 degrees 20 minutes 00 seconds West 115.00 feet to a pipe found; thence leaving the bank of said Patuxent River and binding on the common boundary line between the property of the herein named Grantor and the property of Charles F. Smith & Son, Inc., South 85 degrees 51 minutes 00 seconds East 1055.20 feet to a pipe found; thence still binding on said last mentioned common boundary line and the prolongation thereof, South 85 degrees 41 minutes 00 seconds East 993.40 feet to a point in Sands Road; thence running through and along the westernmost edge of Sands Road, the following two courses and distances: South 14 degrees 34 minutes 00 seconds West 321.75 feet; thence South 26 degrees 25 minutes 00 seconds West 330.00 feet to the point of beginning. Containing 22.4536 acres

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of land, more or less, within the bounds of this description by James D. Hicks & Associates, Inc., Registered Surveyors, on July 24, 1979.

SUBJECT, however to an existing private cemetery known as "Chase Cemetery" more particularly shown on a survey plat dated July 20, 1979 by James D. Hicks, Registered Surveyor.

BEING the same property designated as "Tract 22" described in the Confirmatory Deed from Contee Sand and Gravel Company, Inc., successor by merger to Bowie Ravel Company and Percon, Inc., to Boykin Resources, Inc. dated January 31, 1974 and recorded among the Land Records of Anne Arundel County in Liber WGL No. 2653, folio 6.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a Maryland corporation, dated December 2, 1982, and recorded May 24, 1983, in Liber 3588 Folio 724, among the land records of Anne Arundel County, Maryland. The record owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL ELEVEN

PARCEL 1: All and the same land previously conveyed to the party of the first part by The Annapolis Sand and Gravel Company by deed dated July 6, 1979 and recorded December 6, 1979 in the land records of Anne Arundel County, Maryland, in Liber 3270 at page 585 and following, comprising ten acres, more or less, situate in the First Assessment District of Anne Arundel County.

PARCEL 2: All and the same land previously conveyed to the party of the first part by The Annapolis Sand and Gravel Company by deed dated July 6, 1979 and recorded December 6, 1979 in the land records of Anne Arundel County, Maryland, in Liber 3270 at page 587 and following, comprising 52 acres, more or less, situate in the First Election District of Anne Arundel County.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a Maryland corporation dated December 2, 1982, and recorded May 24, 1983, in Liber 3588 Folio 731, among the land records of Anne Arundel County, Maryland. The record owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWELVE

All those pieces or parcels of land situate, lying and being in the 9th Election District, Charles County, Maryland described as follows:

BEGINNING for the same at the point of intersection of the south side of 60 foot Watson Road with the west line of the land owned by A. H. Smith (Liber 142, folio 435) and running thence with the south side of said Watson Road

1. North 87° 08' 09" W 825.85 feet; thence
2. South 89° 07' 43" W 363.11 feet; thence
3. South 84° 38' 17" W 151.94 feet; thence
4. South 79° 45' 37" W 205.97 feet to a pipe; thence leaving said road and running with the land of the Wallace C. Watson heirs
5. South 12° 28' 18" E 386.63 feet to a pipe; thence

6. North 79° 00' 16" E 344.53 feet to a pipe; thence
7. South 11° 11' 53" E 684.54 feet to a pipe; thence
8. South 10° 23' 34" E 547.22 feet to a pipe; thence
9. South 03° 52' 01" E 368.41 feet to a pipe fixed in the line of the land now or formerly owned by Ralph T. Miller (liber 166, folio 576)
10. South 89° 38' 03" E 502.12 feet to a pipe; thence
11. South 89° 54' 45" E 653.36 feet to a pipe; thence
12. North 88° 40' 05" E 198.25 feet to a pipe marking a corner of the above mentioned A. H. Smith property; thence with said property
13. North 27° 09' 26" W 918.16 feet to a pipe; thence
14. North 03° 44' 02" W 1089.71 feet to the point of beginning, containing 53.872 acres, more or less.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Co., dated February 28, 1980 and recorded March 7, 1980 in Liber 706 at folio 125, among the Land Records of Charles County, Maryland.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a Maryland corporation, dated December 1, 1982, and recorded May 23, 1983, in Liber 903 Folio 204, among the land records of Charles County, Maryland. The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL THIRTEEN

Beginning for the same at a point on the West side of the Public Road leading from Davidsonville to Governor's Bridge, said point being at the end of the South 72° 30' West 726 foot line of the conveyance from Charles W. Sellman and Anna M. Sellman, his wife, to August Schubert by deed dated August 26, 1909 and recorded in the Land Records Anne Arundel County in Liber GW 71, folio 266, and running thence South 18°-15' East 60.00 ft., thence South 71°-45' West 60.00 ft., thence South 58°-15' 00" West 50.10 ft., thence South 33°-03' 50" West 328.50 ft., thence South 37°-57'-20" West 427.10 ft., thence South 35°-07'-20" West 184.20 ft., thence South 32°-32'-20" West 428.60 ft., thence South 35°-57'-20" West 389.50 ft., thence South 09°-02'-20" West to the bank of the Patuxent River, thence with the meanders of said river to a point at the end of the 2805 foot line of the conveyance from Charles W. Sellman and Anna M. Sellman, his wife, to August Schubert by deed dated August 26, 1909 and recorded in the Land Records of Anne Arundel County in Liber GW 71, folio 266, thence running reversely with said line South 87°-45' West 2805 ft., thence North 72°-45' West 726 ft. to the point of beginning, containing 100 acres of land, more or less. Rose bushes along the South 35°-07'-20" West 184.20 foot line, the South 32°-32'-20" West 428.60 foot line, and the South 35°-57'-20" West 389.50 foot line hereinbefore described shall not be disturbed for a period of five and one-half (5-1/2) years.

BEING (1) all that conveyance of 95 1/4 acres by deed dated July 29, 1947 by Myron F. Fitzhugh and Minnie E. Fitzhugh, his wife, and Elizabeth F. Fitzhugh and Arthur H. Fitzhugh, her husband, to Carl Louis Abend and Adelaide Marie Abend, his wife, and recorded in the Land Records of Anne Arundel County in Liber JHH 423, folio 10, and (2) 4.75 acres of the tract by deed dated July 17, 1943, conveyed by Henry Beck and Alma King Beck, his wife, to Carl Louis Abend and Adelaide Marie Abend, his wife, and recorded in the Land Records of Anne Arundel County in Liber JHH 281, folio 421.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a Maryland corporation, dated December 2, 1982, and recorded May 24, 1983, in Liber 3588 folio 708, among the land records of Anne Arundel County, Maryland. The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL FOURTEEN

All of that piece of land situate, lying and being in the Eleventh (11th) Election District, Prince George's County, Maryland, described as follows:

BEGINNING for the same at a point on the northeasterly side of an electric transmission line right of way 250 feet in width, as now located, and distant North 54° 06' 07" East 113.26 feet and North 47° 26' 55" East 22.09 feet from Station 476 + 05.06 (Maryland State Plane Coordinates North 323,210.29 and East 850,879.99) in the centerline of said right of way, said point of beginning also being in, and distant 22.09 feet from a pipe found at the end of, the eighteenth or South 51° 30' West 231 foot line of a 160.0 acre tract of land conveyed by Nannie J. Gates, widow, to Nettie G. Wright, et al., by deed dated January 20, 1950, and recorded among the Land Records of Prince George's County, Maryland, in Liber 1197 at Folio 107:

Thence, binding reversely on said eighteenth line as now surveyed, and on land now or formerly of George Elmer Pyles, et ux., North 47° 26' 55" East 165.93 feet to a pipe found on the westerly side of a 20 foot wide private road right of way, said pipe also being distant 42.00 feet from a chestnut tree found at the beginning of said eighteenth line;

Thence, running with the westerly side of said road right of way and binding on land now or formerly of Nettie G. Wright, et al., South 02° 44' 27" West 179.64 feet to the northeasterly side of the aforesaid transmission line right of way;

Thence, leaving the side of said road right of way and binding on the northeasterly side of said transmission line right of way and running parallel with, and 125 feet distant at right angles from, the centerline thereof, North 59° 24' 03" West 132.05 feet to the place of beginning;

Containing 0.241 acre of land, more or less, as surveyed by J. R. McCron Jr., Inc., in April, 1965; and

Being a part of same land which, by deed dated March 19, 1965, and recorded among Land Records of Prince George's County, Maryland, in Liber No. 3122 at Folio 396, was conveyed by Stewart's Corner, Incorporated to Jerome S. Murray.

Parcel PG 1335 (Exhibit B)

All of that property conveyed to Potomac Electric Power Company by deeds

1. From Walter W. Lange and Katherine R. Lange, his wife, and Arnold R. Lange and Joan Lange, his wife, dated May 20th, 1966, and recorded among the Land Records of Prince George's County, Maryland, in Liber 3334 at Folio 388;
2. From Marvin E. Lennings and Mildred L. Lennings, his wife, dated May 17th, 1966, and recorded among the Land Records of Prince George's County, Maryland, in Liber 3334 at Folio 396;

3. From Robert R. Meek and Ruth L. Meek, his wife, dated May 12th, 1966 and recorded among the Land Records of Prince George's County, Maryland, in Liber 3334 at Folio 403;

4. From Alfred C. Lange and Jean Lange, his wife, dated May 14th, 1966, and recorded among the Land Records of Prince George's County, Maryland, in Liber 3334 at Folio 410; and

5. From Herbert P. Lange and Iva Lange, his wife, dated May 23rd, 1966, and recorded among the Land records of Prince George's County, Maryland, in Liber 3334 at Folio 417, and being more fully described as follows:

BEGINNING for the same at a point in, and distant 28.41 feet from the end of, the thirty-eighth or North 62-1/2° East 49 perch line of 193-1/2 acre tract of land which was conveyed by Susie G. Dyson, et vir (J. Frank), to Gustave Lange, et ux (Wilhelmina), by deed dated December 16, 1919, and recorded among the Land Records of Prince George's County, Maryland, in Liber No. 151 at Folio 288; said point of beginning also being on the northeasterly side of an electric transmission line right of way and distant North 58° 20' 03" East 141.23 feet, measured along said thirty-eighth line, from Station 495 + 03.51 (Maryland State Plane Coordinates North 322, 243.93 and East 852,514.08) in the centerline of said right of way;

Thence, binding on said thirty-eighth line, as now surveyed, and on land now or formerly of Nettie G. Wright, et al., North 58° 20' 03" East 28.41 feet to the end of said line;

Thence, binding on the thirty-ninth or South 17-1/2° East 51-4/5 perch line of the aforesaid deed to Gustave Lange, et ux, as now surveyed, and on land now or formerly of Eugene Chaney, et ux, South 21° 39' 57" East 41.09 feet to the northeasterly side of the aforesaid right of way;

Thence binding on the northeasterly side of said right of way and running parallel with, and 125 feet distant at right angles from, the right of way centerline, North 59° 24' 03" West 45.73 feet to the place of beginning;

Containing 0.013 acre of land, more or less, as surveyed by J. R. McCrone, Jr., Inc. on January 11, 1965; and

Being part of the same land which, by deed dated December 16, 1919, and recorded among the Land Records of Prince George's County, Maryland, in Liber No. 151 at Folio 288, was conveyed by Susie G. Dyson et vir (J. Frank), to Gustav Lange, et ux (Wilhelmina).

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a corporation, dated December 1, 1982, and recorded May 23, 1983, in Liber 5692 Folio 812, among the land records of Prince George's County, Maryland. The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL FIFTEEN

All of that piece of land situate, lying and being in the Eleventh (11th) Election District, Prince George's County, Maryland, described as follows:

BEING the same land which Charles C. Weitzel, Jr. died seized and possessed of and which he left as his sole and surviving heirs at law Grace T. Weitzel, his mother, Lois L. Weitzel, his widow and the said Grace T. Weitzel having died and left surviving as her heirs at law and next of kin the said Grace Harrilla Weitzel, unmarried and Wilhelmina W. Sigmon.

Being a part of the same land conveyed to said Charles C. Weitzel by Grace T. Weitzel by Deed recorded in Liber 929 at folio 217 among the Land Records of Prince George's County, Maryland, and more particularly described as follows:

Beginning for the same at an iron pipe at the Southeast corner of said Weitzel property and the Southwest corner of the Bessette property and bearing thence with the common line between Bessette and Weitzel N 35 degrees 26' 30" E 245.60- to an iron pipe 15' from the center line of said county road and bearing thence with the south side of said county road 126.56' along the arc of a curve to the right, said curve having a radius of 467.84' and a chord bearing and distance of N 51 degrees 27' W 126.18', thence N 43 degrees 42' W 178.27', thence 361.57' along the arc of a curve to the left, said curve having a radius of 478.24' and a chord bearing and distance of N 65 degrees 27' W 352.95', thence N 87 degrees 12' W 39.76', thence 139.93' along the arc of a curve to the right to an iron pipe, said curve having a radius of 324.22' and a chord bearing and distance of N 74 degrees 50' 10" W 138.84', thence leaving said road and bearing around the one (1) arce lot of Dan West S 18 degrees 11' 40" W 210.00' to an iron pipe N 62 degrees 28' 20" West 210.00' to an iron pipe N 18 degrees 11' 40" E 210.00' to an iron pipe 15' from the center line of said county road thence with said road N 62 degrees 28' 20" W 23.00', thence 231.75' along the arc of a curve to the left, said curve having a radius of 362.14' and a chord bearing and distance of N 80 degrees 48' 20" West 210.82', thence N 80 degrees 51' 40" W 137.00', thence 493.80' along the arc of a curve to the right to an iron pipe, said curve having a radius of 857.35' and a chord bearing and distance of N 82 degrees 38' 20" W 497.00', thence leaving said county road and bearing with the outlines of said Weitzel property S 59 degrees 30' E 409.67' to an iron pipe S 63 degrees 45' E 791.73 to an iron pipe, being also a corner of land of Eugene Chaney, thence with the line between said Chaney and Weitzel S 66 degrees 54' E 330.00' S 70 degrees 32' 20" E 282.46' to the point of beginning, containing within the above mentioned courses and distances 10.035 acres, more or less.

Being the same property described in Deeds recorded in Liber 929 at folio 217, and liber 2556 at folio 258.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a corporation, dated December 1, 1982, and recorded May 23, 1983, in Liber 5692 folio 816, among the land records of Prince George's County, Maryland. The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL SIXTEEN

All that piece parcel, or tract of land, situate, lying and being in the Brandywine Election District, Prince George's County, Maryland, and described as follows:

BEGINNING for the same at the end of the 10th line of the whole tract of 431 acres, which by Deed, dated December 26, 1911, and recorded in Liber 81, folio 116, was conveyed to Georgie W. Early et al., to one Gottlieb Branschweig, and running with the outlines thereof from the 11th to the 36th line inclusive, (1) N. 55° 30' E. 841.5 feet (2) S 79° E. 429 feet (3) N. 26° E. 990 feet, (4) N. 48° 45' E. 313.5 feet (5) N. 24° 45' E. 247.5 feet (6) N. 49° 45' E. 858 feet (7) N. 63° 15' W. 148.5 feet (8) N. 52° 30' E. 198 feet (9) N. 63° 30' E. 1,188 feet (10) N. 3° 30' E. 198 feet (11) N. 44° 15' W. 303.6 feet (12) N. 58° E. 74 feet to a bunch of chestnut trees (13) N. 68° 30' W. 76.5 feet to Pinkney's lot, thence with said lot (14) S 23° 41' W. 248.8 feet, (15) S. 34° 15' W. 272.6 feet (16) N. 4° 30' W. 574.2 feet, thence leave said lot, (17) N. 68° 30' W. 1,370.8 feet to a large chestnut tree (18) S. 51° 30' W. 231 feet (19) S. 58° 15' W. 771.5 feet (20) S. 83° 30' W. 209.2 feet (21) S. 43° 15' W. 366.3 feet to the head of a ravine, then down with same (22) S 7° 46' W. 559.7 feet (23) S. 14° 37' W. 458 feet (24) S. 67° W. 120.8 feet, (25) N. 87° 45' W. 241.6 feet, then for a division line, (26) 0° 30' E. 2,217.5 feet to the place of beginning, containing one hundred and sixty acres (160) of land, as surveyed with bearing corrected magnetic for December 1892, by Millard Thorns, Surveyor, being the same tract of land which was acquired by William Voelz from Gottlieb Branchweig, and wife by Deed dated March 11, 1916, and recorded among the Land Records of Prince George's County, Maryland, in Liber 115 at folio 138.

SAVING AND EXCEPTING THEREFROM all that piece or parcel of land containing one hundred acres (100) or more, conveyed by Deed dated December 23rd, 1955 and recorded January 6th, 1956, in Liber 1946 at folio 287, by and between Nettie G. Wright and Herbert A. Wright, Hazel E. Hartley and David M. Hartley, and Nannie J. Gates, Grantors, and Stewart's Corner, Incorporated, Grantee.

ALSO SAVING AND EXCEPTING all that piece or parcel of land containing 9.476 acres, more or less, conveyed by Deed dated May 5th, 1966 and recorded May 9th, 1966 in Liber 3319 at folio 365 by and between Nettie G. Right, Widow, Hazel E. Hartley and David M. Hartley, Grantors, and the Potomac Electric Power Company, Grantee.

SUBJECT TO a Right of Way granted to the Chesapeake and Potomac Telephone Company of Baltimore City by instrument dated March 21, 1905 in Plat Book 20 at folio 565, among the Land Records of the aforesaid state and county.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a corporation, dated December 1, 1982, and recorded May 23, 1983, in Liber 5692 Folio 819, among the land records of Prince George's County, Maryland. The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL SEVENTEEN

Those parcels of land situate and lying in Anne Arundel County, Maryland and being more particularly described in a Deed dated November 11, 1976 and recorded among the Land Records of Anne Arundel County in Liber 2913, folio 314 from Carl Louis Abend, et ux to H. D. Hunt and/or Davidsonville Sand and Gravel Co., Inc.

The name of a record owner is DAVIDSONVILLE SAND AND GRAVEL CO., INC., and/or H. D. HUNT, and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL EIGHTEEN

That parcel of land situate and lying in Anne Arundel County, Maryland and being more particularly described in a Deed dated March 23, 1979 and recorded among the Land Records of Prince George's County in Liber 3189, folio 233 from Carl Louis Abend, et ux to Davidsonville Sand and Gravel Co., Inc.

The name of a record owner is DAVIDSONVILLE SAND AND GRAVEL CO., INC., and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL NINETEEN

That parcel of land situate and lying in Anne Arundel County, Maryland and being more particularly described in a Deed dated August 14, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3255, folio 471, from Contee Resources, Inc. to Davidsonville Sand and Gravel Co., Inc.

The name of a record owner is DAVIDSONVILLE SAND AND GRAVEL CO., INC., and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWENTY

That parcel of land situate and lying in Anne Arundel County, Maryland and being more particularly described in a Deed dated November 13, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3363, folio 1, from Jean M. Hirschman to Glendale W. Harris, Peter L. Babb and John M. Spivey, trading as Brandywine Sand & Gravel Company, tenants in co-partnership, which may have been subsequently transferred to Davidsonville Sand and Gravel Co., Inc. and/or DSG Holdings, Inc.

The name of a record owner is GLENDALE W. HARRIS, PETER L. BABB and JOHN M. SPIVEY, trading as BRANDYWINE SAND & GRAVEL COMPANY and/or DAVIDSONVILLE SAND AND GRAVEL CO., INC. and/or DSG HOLDINGS, INC. and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWENTY-ONE

Those parcels of land situate and lying in Prince George's County, Maryland and being more particularly described in a Deed dated August 15, 1974 and recorded among the Land Records of Prince George's County in Liber 4407, folio, 115, from Alfred R. Lapin to Brandywine Sand & Gravel Company, which by merger is now known as Marvaco, Inc.

The name of a record owner is MARVACO, INC. and/or BRANDYWINE SAND & GRAVEL COMPANY and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWENTY-TWO

That parcel of land situate and lying in Prince George's County, Maryland and being more particularly described in a Deed dated April 8, 1977 and recorded among the Land Records of Prince George's County in Liber 4758, folio 713, from Washington Gas Light Company to Brandywine Sand & Gravel Company.

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The name of a record owner is BRANDYWINE SAND & GRAVEL COMPANY and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWENTY-THREE

That parcel of land situate and lying in Prince George's County, Maryland and being more particularly described in a Deed dated December 20, 1974 and recorded among the Land Records of Prince George's County in Liber 4456, folio 50, from Washington Gas Light Company to Brandywine Sand & Gravel Company, which by subsequent merger is now known as Marvaco, Inc.

The name of a record owner is MARVACO, INC. and/or BRANDYWINE SAND & GRAVEL COMPANY and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWENTY-FOUR

That parcel of land situate and lying in Prince George's County, Maryland and being more particularly described in a Deed dated November 1, 1974 and recorded among the Land Records of Prince George's County in Liber 4702, folio 254 from Grace W. Chaney Fuss to Brandywine Sand & Gravel Company, a partnership.

The name of a record owner is BRANDYWINE SAND & GRAVEL COMPANY and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWENTY-FIVE

That parcel of land situate and lying in Prince George's County, Maryland and being more particularly described in a Deed dated July 17, 1978 and recorded among the Land Records of Prince George's County in Liber 4961, folio 685 from Nettie G. Carpenter, et al. to Brandywine Sand & Gravel Company.

The name of a record owner is BRANDYWINE SAND & GRAVEL COMPANY and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWENTY-SIX

That parcel of land situate and lying in Charles County, Maryland and being more particularly described in a Deed dated February 28, 1980 and recorded among the Land Records of Charles County in Liber 4961, folio 685 from Nettie G. Carpenter, et al. to Brandywine Sand & Gravel Company.

The name of a record owner is BRANDYWINE SAND & GRAVEL COMPANY and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWENTY-SEVEN

Those parcels of land situate and lying in Prince George's County, Maryland and being more particularly described in a Deed dated October 8, 1980 and recorded among the Land Records of Prince George's county in Liber 5317, folio 537 from Potomac Electric Power Company to Brandywine Sand & Gravel Company.

The name of a record owner is BRANDYWINE SAND & GRAVEL COMPANY and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWENTY-EIGHT

Being part of that piece or parcel of land situate, lying and being in the Fourth Election District, Prince George's County, Maryland and also being part of the land conveyed by Laidler Bowie Mackall, trustee to Mary B. Prince and Laidler B. Mackall by deed dated September 27, 1973 and recorded in Liber 4282 at folio 864 among the Land Records of Prince George's County, Maryland and being more particularly described as follows:

BEGINNING at the northerly corner of Lot 1, Prince Subdivision as recorded in Plat Book WWW85 as Plat 56 and the easterly right of way line of North Keys Road and thence running with said right of way line.

1. North 46° 37' 56" East, 395.71 feet to a point, thence
2. North 41° 44' 10" East, 388.74 feet to a point, thence
3. North 32° 45' 10" East, 396.20 feet to a point, thence
4. North 22° 24' 30" East, 382.98 feet to a point, thence
5. North 31° 54' 05" East, 268.26 feet to a point, thence
6. North 64° 53' 58" East, 222.95 feet to a point, thence
7. South 88° 08' 42" East, 230.50 feet to a point, thence
8. South 59° 47' 32" East, 265.25 feet to a point, thence
9. South 46° 26' 52" East, 514.95 feet to a point, thence
10. South 72° 49' 10" East, 244.02 feet to a point, thence
11. South 87° 15' 35" East, 738.20 feet to a point, thence
12. South 72° 38' 00" East, 342.35 feet to a point, thence
13. South 60° 15' 10" East, 522.77 feet to a point, thence leaving said right of way and running with the PEPCO Transmission Line right of way
14. South 26° 18' 50" East, 355.00 feet to a point, thence with the property of Edna G. McKee as conveyed in Liber 2307 at folio 257.
15. North 85° 18' 20" West, 82.57 feet to a point, thence
16. South 49° 11' 40" West, 181.50 feet to a point, thence
17. South 37° 11' 40" West, 107.20 feet to a point, thence
18. South 18° 41' 40" West, 181.50 feet to a point, thence
19. South 43° 41' 40" West, 181.50 feet to a point, thence
20. South 34° 11' 40" West, 330.00 feet to a point, thence
21. South 67° 41' 40" West, 93.50 feet to a point, thence
22. South 54° 11' 40" West, 156.75 feet to a point, thence
23. South 47° 41' 40" West, 198.00 feet to a point, thence with the property of Gladys Diggs, et al as conveyed in Liber 4598 at folio 062
24. South 54° 11' 40" West, 198.00 feet to a point, thence
25. North 38° 48' 20" West, 701.20 feet to a point, thence with the property of the aforesaid Diggs, et al, Curtis L. Warren as conveyed in Liber 4207 at folio 662 and Nathaniel Price as conveyed in Liber 4249 at folio 302
26. South 60° 56' 40" West, 2458.50 feet to a point, thence with the property of Frank H. Perry as conveyed in Liber 3604 at folio 518, John W. Simms as conveyed in Liber 3583 at folio 234 and Lot 1 of Simms Acre Subdivision as recorded in Plat Book WWW80 as Plat 51
27. North 40° 18' 20" West, 1088.50 feet to a point, thence with Lot 1 of Burnetts Acre Subdivision recorded in Plat Book WWW76 as Plat 2

28. North $23^{\circ} 11' 24''$ East, 171.27 feet to a point, thence, with Lot 1, Prince Subdivision recorded in Plat Book WW85 as Plat 56
29. North $60^{\circ} 56' 21''$ East, 671.69 feet to a point, thence
30. North $42^{\circ} 38' 56''$ West, 265.00 feet to the point of beginning, containing 158.9118 acres of land.

Subject to restrictions, conveyances, easements, covenants and rights of way of record.

BEING that parcel of ground which was conveyed by a Deed from Mary B. Prince to Brandywine Sand & Gravel Company, which Deed was recorded among the Land Records of Prince George's County, Maryland prior hereto.

The name of a record owner is BRANDYWINE SAND & GRAVEL COMPANY and/or BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL TWENTY NINE

Those parcels of land situate and lying in Prince George's County, Maryland and being more particularly described in a Deed of Trust dated July 7, 1978 and recorded among the Land Records of Prince George's County in Liber 4975, folio 185 from Peter L. Babb and Glendal Harris to Laurence Levitan, et al., Trustees.

The name of a record owner is PETER BABB and/or GLENDAL HARRIS.

PARCEL THIRTY

Being a part of the lands described in (1) a conveyance from Capitol Clay Products, Inc., a Maryland corporation, to Collins H. McDonald, et al., by deed dated September 9, 1971, recorded among the Land Records of Prince George's County, Maryland, in Liber 3987 at folio 425 and (2) a conveyance from said Capitol Clay Products, Inc., to Collins H. McDonald, et al., by deed dated September 9, 1971, recorded among said Land Records in Liber 3987 at folio 435, and being more particularly described as follows:

Beginning for the same at the point of curvature at the northerly end of the easterly or North $15^{\circ} 53' 50''$ West 430.81 foot line of Parcel "A" - 70 foot right of way for Ingress & Egress as shown on a plat of subdivision entitled, "Parcels 'A' and 'D', Marvaco Industrial Park", recorded among the aforesaid Land Records in Plat Book NLP 96 at Plat No. 9, and running thence across the aforesaid lands with a part of the outline of said Parcel "A" the following three (3) courses:

1. 63.10 feet along the arc of a curve deflecting to the right, having a radius of 424.14 feet and chord bearing North $11^{\circ} 38' 07''$ West 63.04 feet to a point of tangency;
2. North $07^{\circ} 22' 24''$ West 226.66 feet to a point of curvature; and
3. 33.76 feet along the arc of a curve deflecting to the left, having a radius of 936.00 feet and chord bearing North $08^{\circ} 24' 26''$ West 33.76 feet to the end of the third or South $79^{\circ} 04' 18''$ West 409.63 foot line of a conveyance from Collins H. McDonald, et al., to Safeway Stores, Inc., a Maryland corporation, by deed dated May 31, 1977, recorded among the aforesaid Land Records in Liber 4767 at folio 790; thence with said third line and with the second line of said conveyance, both reversed,
4. North $79^{\circ} 04' 18''$ East 409.63 feet to a point; and

5. South 10° 55' 42" East 286.24 feet to a point on the sixth or North 74° 07' 23" East 500.00 foot line of a conveyance from Collins H. McDonald, et al., to Hutchinson Brothers Excavating Company, Inc., a Maryland corporation, by deed dated December 29, 1972, recorded among the aforesaid Land Records in Liber 4171 at folio 421 distance 175.98 feet from the end thereof; thence with a part of said sixth line, reversed, and an extension thereof to include the fifth line of said conveyance
6. South 74° 04' 23" West 425.98 feet to the place of beginning, containing 127,460 square feet or 2.9261 acres of land.

SUBJECT, HOWEVER, to 50 foot wide easements and rights of way for storm drain and sanitary sewer, respectively, along the sixth or South 74° 04' 23" West 425.98 foot line of the above described 2.9261 acre parcel, said easements and rights of ways being more particularly described in the aforesaid conveyance recorded in Liber 4171 at folio 421. The Record Owners are GLENDAL W. HARRIS and/or PETER L. BABB.

PARCEL THIRTY ONE

BEGINNING for the same at a pipe found previously set at the beginning of the North 68° 00' West 36 perch line of Part 1 in the conveyance from Mary E. Caples, widow, to The Mardis Co. by deed dated January 26, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 998, folio 41; thence running from said beginning point so fixed and with the outline of the above mentioned conveyance with bearings corrected to Maryland Grid North, North 74° 47' 30" West 594.00 feet to a pipe found; thence North 47° 32' 30" West 189.75 feet to a pipe found; thence North 30° 02' 30" West 264.00 feet to a pipe found; thence South 79° 42' 30" West 165.00 feet to a pipe found; thence South 47° 42' 30" West 990.00 feet to a pipe found; thence South 86° 57' 30" West 198.19 feet to a pipe found; thence continuing South 86° 57' 30" West 41.81 feet to a point on the east side of the Patuxent River. The above pipes referred to as being found were previously set by J. R. McCrone, Jr., Inc. on the survey for The Mardis Co. property lying to the south of the herein described; thence running with the east side of the Patuxent River the following courses and distances, i.e. — North 22° 52' East 254.37 feet, North 18° 23' 40" East 170.06 feet, North 10° 57' East 249.68 feet and North 01° 07' East 233.18 feet to a point in the North 86° 46' West 1355.30 foot line of Part 1 in the conveyance from August Nowotnick and Emille, his wife, to Henry E. Gertz and Lillian, his wife, by deed dated April 26, 1946 and recorded among the said Land Records in Liber JHH No. 358, folio 276; thence leaving said River and running with part of said last mentioned line, reversely and as corrected to Maryland Grid North, and passing over four pipes set on said line as shown on a plat prepared from this survey, North 86° 22' 30" East 1804.60 feet to a pipe found at the beginning of said line; said pipe also being at the end of the South 09° 10' 10" West 944.00 foot line of Part 1 in the conveyance from Henry Edward Gertz and Lillian, his wife, to Concrete Structures of Maryland, Inc. by deed dated September 10, 1963 and recorded in Liber LNP No. 1696, folio 501; said pipe also being in the North 09° 10' 10" East 1300.00 foot line of the conveyance from Marvin Hardesty and Rose Ella, his wife, to Concrete Structures of Maryland, Inc. by deed dated June 27, 1963 and recorded in Liber LNP No. 1669, folio 162; thence with part of said last mentioned line, South 01° 34' 40" West 356.02 feet to a pipe found at the beginning of said line; thence leaving said conveyance from Hardesty to Concrete Structures of Maryland, Inc., South 40° 18' 30" East 14.06 feet to a point in or near a stream; said point being the northwest corner of Part 4 in the above mentioned conveyance from Mary E. Caples to The Mardis Company by deed dated January 25, 1936 and recorded among the said Land Records in Liber GTC No. 998, folio 41; thence with part of the west line of said Part 4, South 01° 02' 30" East 403.90 feet to the place of beginning. CONTAINING 23.76 acres, as surveyed by J. R. McCrone, Jr., Inc., Registered Land Surveyors, in June 1969.

525 518

TOGETHER with the following described road or right-of-way as now used running from the hereinabove described 23.76 acres to Patuxent River Road and described as follows:

BEGINNING for the same at a pipe set in and South 01° 34' 40" West 88.15 feet from the beginning of the South 01° 34' 40" West 356.02 foot line of the hereinabove described 23.76 acres and running from said beginning point so fixed and with the centerline of a road as now used, North 52° 43' East 85.80 feet to a pipe; thence North 43°34' East 192.44 feet to a pipe set; thence North 59° 06' East 213.18 feet to a pipe set; thence North 48°53' East 156.45 feet to a point; thence South 85°20' East 165.93 feet to a point; thence North 55°28' East 137.27 feet to a P.K. nail set in the centerline of Patuxent River Road. BEING the centerline of an existing dirt road running for the hereinabove described 23.76 acres to Patuxent River Road.

BEING the property which by Deed dated July 15, 1950, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 580, folio 575, was granted and conveyed by E. Ellsworth Nowell and Lillian Rosa Nowell, his wife, to Gustaf H. Lofgren and Ellen L. Lofgren, his wife.

By his Last Will and Testament, Gustaf H. Lofgren devised a bequeathed said property to his daughter, Olga Christina Boone. SEE Wills Liber GMN No. 3, folio 148, Orphans Court Estate No. 11443 for Gustaf H. Lofgren who died Testate May 8, 1963.

The said Olga Christina Boone, having since married, is now known as Olga Christina Boone McMillan, the within Grantor.

AND BEING all the land conveyed by that certain Deed to Brandywine Sand and Gravel Company, a Maryland corporation, dated December 2, 1982, and recorded May 24, 1983, in Liber 3588 Folio 719, among the land records of Anne Arundel County, Maryland.

The Record Owner is BRANDYWINE SAND AND GRAVEL COMPANY.

PARCEL THIRTY TWO

All of the real property and improvements thereon known as 5800 Sheriff Road and 6800 Sheriff Road, Fairmont Heights, Maryland. The Record Owner is SR Industrial Limited Partnership.

525 PRE 519

PARCEL THIRTY-THREE

Being all of the land conveyed to BSG Enterprises, Inc. by deed dated February 20, 1986, and duly recorded among the Land Records of Prince George's County, Maryland; and being in Election District 15 and being more particularly described as follows:

Beginning for the same at a stone found at the beginning point of the 27.35 acre tract described as Parcel No. 1 in Liber 2292 at Folio 536, thence running with the 1st line of said 27.35 acre tract corrected (1) North $10^{\circ} 03' 20''$ East 263.97' to a stone found at the end thereof, thence running with the 2nd line of said 27.35 acre tract and the prolongation of said line in a northerly direction, (2) North $16^{\circ} 01' 45''$ East 1333.27' to a pipe set at the end of the 7th line of the 35.36 acre tract described as Parcel No. 2 in Liber 2292 at folio 536, said pipe set being distant South $16^{\circ} 01' 45''$ West 3.90' from a stone found, thence running with part of the 1st line of said 35.36 acre tract, (3) South $65^{\circ} 43' 15''$ East 1068.45' to an 18" maple tree found in said line at the end of the 4th or North $64^{\circ} 39'$ West 498.75 foot line of a 13.045 acre tract described in a deed to Charles E. Callow, et al, dated July 31, 1962, and duly recorded in Liber 2709 at folio 236, which 13.045 acre tract is the aggregate of the $3 \frac{1}{4}$ and 8 acre tracts described as exceptions to Parcels No. 1 and 2 of Liber 2292 at folio 536, thence running with the 5th and 6th lines of said 13.045 acre tract, (4) South $18^{\circ} 40' 20''$ West 445.96' to a pipe found and (5) South $22^{\circ} 59' 20''$ West 1061.50' to an iron axle found at the point of beginning of said 13.045 acre tract, thence running with the 1st line of said 13.045 acre tract (6) South $74^{\circ} 31' 40''$ East 281.21' to a point in a private road (passing over a field stone found at 274.21' on line), thence running with said private road (7) South $16^{\circ} 11' 30''$ West 824.28' to a pipe set on the northerly side of 30 foot wide Westphalia Road, thence running with said side of Westphalia Road, as said road is now being used, the following two courses and distances, (8) North $78^{\circ} 00' 00''$ West 134.06' to a pipe set and (9) North $83^{\circ} 30' 00''$ West 160.41' to a pipe set at point where said side of Westphalia Road intersects the 9th line of the 27.35 acre tract described as Parcel No. 1 in Liber 2292 at folio 536, thence leaving Westphalia Road and running with part of said 9th line (10) North $27^{\circ} 28' 30''$ West 1260.40' to the end of said line and the beginning of the land herein conveyed. Containing 49.585 acres of land more or less as per survey of W. Stanley Machen, Registered Land Surveyor dated June 3, 1963.

TOGETHER with the buildings and improvements thereupon, erected, made, or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.

Debtor or Assignor Form

Financing Statement

- Not Subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 17,000.00

- To Be Recorded in Land Records (For Fixtures only)

Name of Debtor
The British Brewing Company, Inc.

Address
6759 Baymeadow Drive
Glen Burnie, Md. 21061

Secured Party (Or Assignee)

Crestar Bank MD

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

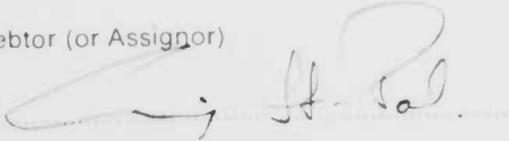
Accounts receivable, inventory, furniture, fixtures and equipment, and general intangibles (see attached partial listing).

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds
 Products of the collateral are also specifically covered

4. Clerk: Mail instrument to secured party named above or assignee, if any, at the adress stated.

Debtor (or Assignor)



Craig Stuart-Paul, President

Secured Party (or Assignee)

Crestar Bank MD

By 
Robert C. Miller

Type or print names under signatures

Clerk of the Circuit Court
Anne Arundel County Courthouse
Annapolis, Maryland 21401

CRE-0232 MD (9/87)

11
119
50

MACHINERY.

- 1) John Hickey Brewhouse; Comprising; Boiling Copper,
Mash Tun,
Control Platform,
2x Fermenting vessels.
- 2) 8x Conditioning Vessels.
- 3) Filter,
- 4) Refrigeration System, Card "CS5"
- 4) Gimson "Keg Minor", Keg washer/racker. KWR 23

FURNITURE AND FITTINGS.

- 1) 40x "Homark Free Flow", Beer Dispense Pumps.
- 2) Antique Desk.

FINANCING STATEMENT

Identification File No. 272186

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

CONTRACT # 19820 - 81393

Name RICHARD D. CUMBOW
Address 6140 FISHER STATION ROAD, LOTHIAN, MD 20711

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15610 CHRYSLER DRIVE
UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 KUBOTA G5200 TRACTOR SER.#36663
1 KUBOTA RC48G MOWER SER.#18974
1 TRAC VAC 880 SER.#12178

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"
CHECK [] THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

RICHARD D. CUMBOW

Type or Print Above Name on Above Line

(Signature of Debtor)

[Handwritten Signature]
(Signature of Secured Party)

LARRY E. GROFF

17.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251449

RECORDED IN LIBER 472 FOLIO 62 ON March 28, 1984 (DATE)

1. DEBTOR

Name Terhorst, Richard B. and Lenora A.
Address 518A Epping Forest Road, Annapolis, MD 21401

2. SECURED PARTY

Name Key Capital Corp.
Address 57 River Street, Wellesley Hills, MA 02181

Key Financial Services, 29 Sawyer Road, Waltham, MA 02254

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>

Dated March 8, 1988

James C. Retzky - VP
(Signature of Secured Party)

Key Capital Corp.

Type or Print Above Name on Above Line

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Refundation Tax.

Clerk of the Circuit Court of Anne Arundel County

525 PAGE 524

272487

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here:

FINANCING STATEMENT

If subject to recordation indicate amount of debt below.
\$

Identifying File No. _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code
1. DEBTOR (OR ASSIGNOR)

Name Ralph L. Pritchard and George E. Pritchard T/A ARUNDEL CLEARING
Address 803 Magnolia Road, Joppa, MD 21085

2. SECURED PARTY (OR ASSIGNEE)
SECURED PARTY:

Name _____

Address _____

ASSIGNEE:
EQUIPMENT FINANCE, INC.
P. O. Box 4926
Lancaster, PA 17604

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Used 1986 JCB Backhoe Loader, Model 1400, S/N 311452
One (1) Used 1986 JCB Backhoe Loader, Model 1400, S/N 316995
With Huropa 9 Ton Trailer, S/N 451
Complete with all attachments now and hereinafter acquired.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Ralph L. Pritchard & George E. Pritchard
T/A ARUNDEL CLEARING

EQUIPMENT FINANCE, INC.

By _____

(Signature of Debtor or Assignor)

Ralph L. Pritchard

By _____

(Signature of Secured Party or Assignee)

Michael J. Schlager, Asst. Vice Pres.

By _____

(Signature of Debtor or Assignor)

George E. Pritchard

(Signature of Secured Party or Assignee)

13-80

525 PAGE 525

272483

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. [3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
Fuller, Linda T. 229781352
424 Walnut Drive
Eggewater, Maryland 21037
County: Anne Arundel

2 Secured Party(ies) and address(es)
The Commercial Union Bank
401 E. St. N. 2nd Fl.
Baltimore, MD 21202

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following type(s) (or item(s)) of property

Not Subject To Recordation Tax

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with

By Linda T. Fuller
Signature(s) of Debtor(s)
Linda T. Fuller

By Donna M. Mantico
Signature(s) of Secured Party(ies)
Donna M. Mantico

STANDARD FORM - FORM UCC-1.

11.50

NOV 5 25 PAGE 526

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Security Code (if any)

1. Debtor(s) (Last Name First) and address(es)
Baldwin Service Center Inc.
(A Corporation)
41 Defense Highway
Route 450 at Route 178
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
DB Credit Corporation
2333 Waukegan Road
P. O. Box 329
Deerfield, IL 60015

File Filing Office (Date, Time and Filing Office)

244742

4. This statement refers to original Financing Statement bearing File No. 82
Filed with Anne Arundel Co Date Filed 10/25

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above or the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
- 9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10. Assigning all collateral to: Cub Cadet Corporation
5965 Grafton Road
P. O. Box 36930
Cleveland, OH 44136

(See Attached Schedule)

No. of additional sheets presented:

DB Credit Corporation

By: [Signature]
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

[Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

10.55 STANDARD FORM - FORM UCC-3

Schedule

BOOK 525 PAGE 527

All of the debtor's inventory, now or hereafter acquired, financed by Cub Cadet Corporation, its successors and assigns, and consisting of: new equipment manufactured, distributed or sold by Cub Cadet Corporation; used equipment, including trade-ins and returned and/or repossessed equipment, of whatever manufacture; attachments accessories and parts therefor; and, the proceeds thereof.

[

UNIFORM COMMERCIAL CODE — FINANCING STATEMENT

For Filing Officer Use
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.
SIGNATURES MUST BE IN INK.

If the property described below is a fixture so that this statement is to be recorded in land records check here.

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Name FREDERICK WAIN AND EVELYN WAIN
Address 1844 WALL DR, PLEASANT MD 21122
(Street) (City or County) (State)

2. SECURED PARTY Name Chrysler First Financial Services Corporation
Address 5550 Sterrett Place, Suite 205, Columbia, MD 21044
(Street) (City or County) (State)

Return Filing Receipt To: Chrysler First, 5550 Sterrett Place, Suite 205, Columbia, MD 21044

3. This financing statement covers the following types (or items) of property: (list)

MAKE (IF AUTO) OF MANUFACTURER	DESCRIPTION	SERIAL NO.	MOTOR NO.	MODEL NO.	YEAR
TECHNICAL	NEW CRUISE	186 B1616		G-5	1989
TECHNICAL	Disc Drive	SYF D-5			

Check the lines which apply.

- If collateral is goods which are or are to become fixtures. The above described goods are affixed to or to be affixed to (describe real estate).
- Proceeds of Collateral are also covered.
- Products of Collateral are also covered.

Frederick Wain / Evelyn Wain Charles M. Dell, III
(Signature of Debtor) (Signature of Secured Party)

FREDERICK WAIN / EVELYN WAIN CHARLES M. DELL, III
Type or Print Above (Type or Print Above Name on Above Line)

(not subject to recordation tax)

18.50



525 529
272190
FINANCING STATEMENT

1. Name of Debtor:

Annapolis CPC, Inc. (the "Company")

Address:

5125 Berwyn Road
College Park, Maryland 20740 Attn: Mr. Irving Kidwell

2. Name of Secured Party:

The First National Bank of Maryland, as trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1988, between the Company and the Trustee (the "Trust Agreement") for the benefit of the holders from time to time of the Certificates of Participation (Anne Arundel County Motor Vehicle Administration Facility) (the "Certificates").

Address:

25 South Charles Street
Baltimore, Maryland 21201
Attention: Corporate Trust Department

3. This Financing Statement is filed for the purpose of providing notice of the Trustee's security interest in all equipment and personal property on those premises mortgaged to the Trustee by the Company by an Indemnity Mortgage made as of April 1, 1988 (the "Mortgage"), and recorded among the Land Records of Anne Arundel County, Maryland, such equipment and personal property being described in Exhibit A to this Financing Statement and located on the real estate described in the Mortgage and described in Exhibit B to this Financing Statement. The Mortgage constitutes and is a security agreement and financing statement. This Financing Statement is filed to publish and to perfect further the security interest created by the Mortgage.

The Trustee's security interest in such equipment and personal property is for the purpose of securing, in part, the payment of the principal of, redemption premium, if any, and interest on the Certificates.

525 530

4. Proceeds of the collateral are also covered.

Debtor:

Annapolis CPC, Inc.

By: 
Irving L. Kidwell, President

To the Filing Officer: After this statement has been recorded, please mail the same to: Ronald B. Sheff, Esquire, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

525 531

Exhibit A to the Financing
Statement between Annapolis CPC,
Inc. and The First National Bank
of Maryland

Equipment and Personal Property

All fixtures, equipment, machinery, apparatus, fittings, appliances, building materials and other articles of personal property of every kind and nature whatsoever, whether now or hereafter located at, attached to, placed upon, or used in connection with the Property, as defined in the Mortgage, including all heating, lighting, incineration, plumbing, lifting, cleaning, fire-extinguishing, refrigerating, ventilating, communications, air-conditioning and power equipment, all gas, water and electrical equipment, all pipes, tanks, motors, conduits, switchboards, elevators, escalators, shades, awnings, floor coverings, screens, ranges, refrigerators, dishwashers, washers, dryers, cabinets, partitions, ducts, compressors, landscaping, security systems, furniture, furnishings, inside rolling equipment and other equipment of any kind, so located, attached, placed or used and all leasehold interests of the Company in any of the foregoing property or in any real property, together with all additions thereto and replacements thereof, and, in addition, all fixtures, equipment and other personal property now or hereafter ordered for eventual delivery to, or use in connection with, the Property, whether or not delivered thereto, all of which shall be deemed to be fixtures and part of the land, but whether or not of the nature of fixtures, shall constitute part of the security under the Mortgage.

AREA LEASED BY THE
STATE HIGHWAY ADMINISTRATION - STATE ROADS COMMISSION OF MARYLAND
TO
ANNAPOLIS CPC, INC.

Right of Way Project No.: AA 309-302-572
Right of Way Project: Interstate Route 68 - from East of South
River Bridge to West of Md. Rte. 450

Item no.: 67132

ALL THAT PARCEL OF LAND situate, lying and being in the Second
Election District of Anne Arundel County, State of Maryland, bounded and
described as follows, to wit:

BEGINNING FOR THE SAME at a point in the northeasterly
existing right of way line of Harry S. Truman Parkway leading from Riva Road
to road end, said point of beginning being the intersection of the
aforementioned northeasterly existing right of way line (Harry S. Truman
Parkway) and the first (1st) or N 73° 19' 20" E 1394.15 foot line of parcel
5 as described in a deed from Mildred K. Bausum to James H. Moshovitis,
recorded July 20, 1965 among the Land Records of Anne Arundel County in
liber L.N.P. no. 1882 at folio 364, said point of intersection being
established by Maryland State Grid coordinates N 418302.445, E 925246.317.

SAID POINT OF BEGINNING being situated 407.22 feet measured at
right angles to the right of station 462+35.48 of the base line of right of
way (I-68, E.B.R.), as said base line of right of way is delineated on the
State Highway Administration - State Roads Commission of Maryland's plat
numbered 49944, recorded or intended to be recorded among the Land Records
of Anne Arundel County; running thence and binding along the aforesaid first
(1st) or N 73° 19' 20" E 1394.15 foot line of parcel 5 of the aforementioned
deed, as now surveyed, N 73° 15' 09" E 555.00 feet to intersect the
southwesterly right of way line and right of way line of through highway of
I-68, E.B.R. as shown on the aforementioned State Highway Administration -
State Roads Commission of Maryland's plat numbered 49944, said point of
intersection being established by Maryland State Grid Coordinates N
418462.361, E 925777.778, running thence and binding on said southwesterly
right of way line and right of way line of through highway (I-68, E.B.R.)
the following courses and distances, viz: S 20° 14' 51" E 150.00 feet,
thence S 76° 44' 51" E 125.00 feet, thence S 11° 14' 51" E 145.00 feet,
thence S 23° 45' 09" W 100.00 feet, thence continuing to run and bind on
said southwesterly right of way line and right of way line of through

highway (I-68, E.B.R.) and continuing along a line of division hereby established for the purpose of this Grant, said line of division being the southwesterly extension of the aforementioned southwesterly right of way line and right of way line of through highway (I-68, E.B.R.), S 62° 45' 09" W 95.00 feet, thence continuing along said line of division hereby established for the purpose of this Grant the following courses and distances, viz: S 44° 45' 09" W 120.00 feet, thence S 33° 45' 09" W 368.57 feet to intersect the aforementioned northeasterly existing right of way line (Harry S. Truman Parkway), said point of intersection being established by Maryland State Grid Coordinates N 417624.071, E 925565.640, running thence and binding on said northeasterly existing right of way line (Harry S. Truman Parkway) the following courses and distances, viz: N 38° 15' 16" W 145.51 feet, thence by a curve to the right having a radius of 914.93 feet for an arc length of 367.28 feet, said curve being subtended by a chord bearing N 26° 45' 16" W for a chord distance of 364.82 feet, thence N 15° 15' 16" W 247.05 feet to the place of beginning.

CONTAINING: 7.926 acres plus or minus.

BEING PART OF THE LAND which by deed recorded May 1, 1974 among the Land Records of Anne Arundel County in Liber W.G.L. no. 2671 folio 452 was conveyed by James H. Moshovitis to The State of Maryland to the use of the State Highway Administration of the Department of Transportation.

BEING PART OF THAT LAND containing 23.884 acres plus or minus shown shaded thus: on the State Highway Administration - State Roads Commission of Maryland's plat numbered 44290, recorded or intended to be recorded among the Land Records of Anne Arundel County.

BEING ALL THAT LAND as shown on Preliminary Site and Grading Plan entitled "Motor Vehicle Administration Office" prepared by Kilduff Nagy, Landscape Architects.

BEING PART OF PARCEL 5A as shown and laid out on a plat of subdivision entitled "Revised Minor Subdivision Plat of State Highway Administration - State Roads Commission", which plat of said subdivision is duly recorded among the Land Records of Anne Arundel County in Plat Book no. 70 at folio 11.

THE ABOVE DESCRIBED PARCEL OF LAND being subject to the Denial of Access Provisions of the State Highway Administration - State Roads Commission of Maryland as shown on the State Highway Administration - State Roads Commission of Maryland's plat numbered 49944, recorded or intended to be recorded among the Land Records of Anne Arundel County.

525 535

FINANCING STATEMENT

272101

1. Name of Debtor:

Annapolis CPC, Inc. (the "Company")

Address:

5125 Berwyn Road
College Park, Maryland 20740 Attn: Mr. Irving Kidwell

2. Name of Secured Party:

The First National Bank of Maryland, as trustee (the "Trustee") under a Trust Agreement dated as of April 1, 1988, between the Company and the Trustee (the "Trust Agreement") for the benefit of the holders from time to time of the Certificates of Participation (Anne Arundel County Motor Vehicle Administration Facility) (the "Certificates").

Address:

25 South Charles Street
Baltimore, Maryland 21201
Attention: Corporate Trust Department

3. This Financing Statement covers the Revenues of the Company, pledged and assigned to the Trustee as such Revenues are defined in the Trust Agreement. The Company has made the pledge and assignment to the Trustee pursuant to the Trust Agreement to secure payment of the principal of, redemption premium, if any, and interest on the Certificates.

Revenues as defined in the Trust Agreement consist of (i) all payments to be made to the Trustee pursuant to the Conditional Purchase Agreement dated as of April 1, 1988 (the "Purchase Agreement"), between the Seller and the State of Maryland for the use of the Department of Transportation (ii) the proceeds of the Certificates and all amounts from time to time on deposit in the funds and accounts established under the Trust Agreement (except for the amounts on deposit in the Rebate Fund) and, (iii) all other revenues derived from the Purchase Agreement and the Indemnity Mortgage dated as of April 1, 1988 (the "Mortgage"), executed by the Company and delivered to the Trustee, including (without limitation) moneys attributable to the sale, leasing or other disposition of the Facility (as defined in the Trust Agreement) or the Ground Lease (as defined in the Trust Agreement) by the Trustee or any foreclosing trustees.

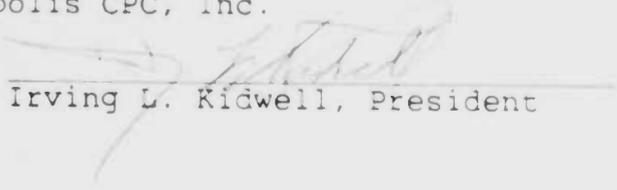
-1-

525 536

4. Proceeds of the collateral are also covered.

Debtor:

Annapolis CPC, Inc.

By: 
Irving L. Kidwell, President

To the Filing Officer: After this statement has been recorded, please mail the same to: Ronald B. Sheff, Esquire, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

525 PRE 537

COPY FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

- Record in:
- SDAT
 - Montgomery County
 - Prince George's County
 - Other: Anne Arundel County

NAME	Street	City	State
1. Debtor(s)			
O'Brien Associates, Inc.	1825 George Ave., Apt. 6,	Annapolis, MD	21401

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- If collateral is goods which are or are to become fixtures: The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: [Signature]

Type Name: **H. David Waite**

Title: **Vice President**

Debtor(s) or Assignor(s)

O'Brien Associates, Inc.

By: [Signature]
James D. O'Brien, President

Type or Print Name and Title of Each Signature

Schedule A

O'Brien Associates, Inc.

525 PAGE 538

Description

Assignment on contract between O'Brien Associates, Inc. and Council of Unit Owners of Treetop Condominium in the amount of \$383,000.00 dated March, 1988 for the exterior refinishing of buildings located at 10122, 10124, 10126 Campus Way South and 10135 and 10137 Prince Place

525-539

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 452

Page No. 499

Identification No. 243768

Dated August 16, 1982

1. Debtor(s) { Family Circle Restaurant and Coffee Shop, Inc.
Name or Names—Print or Type 553-A Baltimore-Annapolis Blvd.
Severna Park, Anne Arundel County, Maryland 21146
Address—Street No., City - County State Zip Code

2. Secured Party { Small Business Administration (an Agency of U.S. Government)
Name or Names—Print or Type
10 N. Calvert St., Third Floor, Baltimore, MD 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

REGISTRATION FEE 10.00
POSTAGE .50

Dated: April 15, 1988

Small Business Administration
Name of Secured Party

Paul Hecht
Signature of Secured Party

Chief, Portfolio Management Division
Type or Print (Include Title if Company)

PLEASE RETURN TO DEBTOR.

10/1/82



To be filed with the State Department of Assessments and Taxation; Land Records of Anne Arundel County, Maryland; and Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Amended and Restated Deed of Trust and Security Agreement securing a debt in the principal amount of \$1,045,000.00, or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

1. Debtor(s) Name(s)	Address(es)
Donald G. Ploss	3930 Germantown Road Edgewater, Maryland 21037
David J. Temple	339 Broadview Lane Annapolis, Maryland 21401
PTD Properties, a Maryland General Partnership	3930 Germantown Road Edgewater, Maryland 21037

2. Secured Party	Address
FARMERS NATIONAL BANK OF MARYLAND	5 Church Circle Annapolis, Maryland 21401

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 10, 1985 from Debtor(s) to Ross J. Selby and William A. Walker, II, Trustees (the Deed of Trust), all property being located at 645 Mayo Road, Edgewater, Maryland 21037, Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

525 541

WITNESS:

James A. McQueen

Donald G. Ploss (SEAL)
DONALD G. PLOSS, Individually

David J. Temple (SEAL)
DAVID J. TEMPLE, Individually

PTD PROPERTIES, a Maryland
General Partnership

James A. McQueen

By: Donald G. Ploss (SEAL)
Donald G. Ploss
General Partner

By: David J. Temple (SEAL)
David J. Temple
General Partner

SECURED PARTY SIGNATURES:

FARMERS NATIONAL BANK OF MARYLAND

BY: R. Michael Shymansky
R. MICHAEL SHYMANSKY
ASSISTANT VICE PRESIDENT

Mr. Clerk: Please return to Pat Weiss, MANIS, WILKINSON,
SNIDER & GOLDSBOROUGH, CHARTERED
23 West Street - P.O. Box 1911
Annapolis, Maryland 21404-1911

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8655

EXHIBIT "A"

BEGINNING for the same at a pipe in concrete found which marks the intersection formed by the Southwest side of Mayo Road (40 foot State Road) with the South 10 Degrees 59 minutes 30 seconds East 612 foot line of the conveyance from Marvin D. Hardesty and wife to Thomas E. Collison by Deed dated May 9, 1931 and recorded among the Land Records of Anne Arundel County in Liber FSR 87, folio 351; thence from the place of beginning so fixed leaving said road and running with part of said 612 foot line, as corrected for magnetic differences, South 03 degrees, 55 minutes, 30 seconds 238.09 feet to a pipe set; thence still running with the outlines of the conveyance from Hardesty to Collison, South 27 degrees, 31 minutes 30 seconds West 216.20 feet to a pipe set; thence North 30 degrees 14 minutes 50 seconds West 547.00 feet to a pipe set; thence with part of the North 56 degrees 41 minutes West 1724.56 foot line of the above mentioned conveyance from Hardesty to Collison (said line having a present day bearing of North 49 degrees 26 minutes 40 seconds West, a distance of 1722.98 feet) North 49 degrees 26 minutes 40 seconds West 489.00 feet to a pipe set; thence leaving the outlines and running for a new division line across the conveyance to Collison, North 43 degrees 29 minute 00 seconds East 656.18 feet to a pipe set on the Southwest side of Mayo Road, aforesaid; thence with the Southwest side of said road, South 28 degrees 52 minutes East 525.00 feet to the place of beginning. Containing 10.00 acres, more or less.

525 543

272107

FINANCING STATEMENT FORM UCC-1

Identifying File No. 881223

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 122,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated March, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J & H DAY CARE ENTERPRISES, INC. and Judith E. and Hugh E. Thomas,
Individually
Address 131 E. Benmere Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Bank of Glen Burnie
Address 101 Crain Highway, S.E., Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) March 1, 2003

4. This financing statement covers the following types (or items) of property: (list)

Personal property, fixtures, furniture, machinery, equipment, and inventory located at 131 E. Benmere Road, Glen Burnie, Maryland 21061.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

BEING known and designated as Lot Numbers 107, 108 and 109, as shown on the Plat of Margate recorded among the Land Records of Anne Arundel County in Plat Book 7, folio 41. The improvements thereon being known as 131 Benmere Road.

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

J & H DAY CARE ENTERPRISES, INC.
(Signature of Debtor)

By: Judith E. Thomas
Type or Print Above Name on Above Line
JUDITH E. THOMAS, President
Hugh E. Thomas
HUGH E. THOMAS, Individually
Judith E. Thomas
JUDITH E. THOMAS, Individually

BANK OF GLEN BURNIE

By: [Signature]
(Signature of Secured Party)

STEPHEN G. BOYD, Senior Vice President
Type or Print Above Signature on Above Line

RETURN TO:
Diane L. Sengstacke, Esquire
Law Offices of William A. Hackney
Empire Towers, Suite 210
Glen Burnie, Maryland 21061

525-544 2772105

FINANCING STATEMENT

1. Name of Debtor: Interior Concepts, Inc.
Address: (1) 2560 Riva Road, Annapolis, Maryland 21401
(2) 3381-H 75th Avenue, Landover, Maryland 20785

2. Name of Secured Party: Mercantile-Safe Deposit
and Trust Company
Address: Two Hopkins Plaza, Second Floor
Baltimore, Maryland 21201

3. This Financing Statement covers the following types (or items) of property of the Debtor:

A. Inventory All of the Debtor's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Obligor assigns and grants to the Lender a security interest in all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased,

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525-545

secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connectin therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property described in Exhibit A attached hereto, and the record owner of such real property is as indicated thereon.

F. Specific Equipment and Fixtures. All of the Debtor's equipment and fixtures described in Exhibit B attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection threewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property described in Exhibit A attached hereto, and the record owner of such real property is as indicated thereon.

G. Other. All of the Debtor's property described in Exhibit B attached hereto and made a part hereof by reference, together with all products and cash and non-cash proceeds thereof.

4. Not subject to recordation tax.

Debtor:

INTERIOR CONCEPTS, INC.

By: Arlene P. Parrella (SEAL)
Arlene P. Parrella, President



525 198546

MR. CLERK: Return to:

R. Marc Goldberg, P. C.
19 E. Fayette Street, Suite 404
Baltimore, Maryland 21202

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, OF PRINCE GEORGE'S COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

525 547

EXHIBIT A

Real Property referred to:

- (1) 2560 Riva Road, Annapolis, Maryland 21401
- (2) 3381-H 75th Avenue, Landover, Maryland 20785

Real Property owner:

- (1) International Investments - 1984, a general partnership
- (2) Ardmore East Associates

EXHIBIT B

HEWLETT PACKARD
COMPUTER

525 PRE 548

DATE	DESCRIPTION		AMOUNT
2/87	Arthur Young	HIP Computer	4,968.00
12/86	Software Center	HIP Software	1,169.00
		TOTAL	6,137.00

NEW COMPUTER SYSTEM

ULTIMATE

DATE	DESCRIPTION		AMOUNT
9/87	Ultimate	Application software	24,100.00
9/87		Hardware	34,962.00
12/87		Printer	3,745.00
		TOTAL	62,807.00

525 - 549

272496

FINANCING STATEMENT

1. Name of Debtor: Interior Concepts, Inc.
Address: (1) 2560 Riva Road, Annapolis, Maryland 21401
(2) 3381-H 75th Avenue, Landover, Maryland 20785

2. Name of Secured Party: Mercantile-Safe Deposit
and Trust Company
Address: Two Hopkins Plaza, Second Floor
Baltimore, Maryland 21201

3. This Financing Statement covers the following types (or items) of property of the Debtor:
 - A. Inventory All of the Debtor's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

 - B. Accounts All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given rise to an account and all cash and non-cash proceeds and products of all such goods.

 - C. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

 - D. Chattel Paper. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Obligor assigns and grants to the Lender a security interest in all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased,

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525-550

secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property described in Exhibit A attached hereto, and the record owner of such real property is as indicated thereon.

F. Specific Equipment and Fixtures. All of the Debtor's equipment and fixtures described in Exhibit B attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property described in Exhibit A attached hereto, and the record owner of such real property is as indicated thereon.

G. Other. All of the Debtor's property described in Exhibit B attached hereto and made a part hereof by reference, together with all products and cash and non-cash proceeds thereof.

4. Not subject to recordation tax.

Debtor:

INTERIOR CONCEPTS, INC.

By: Arlene P. Parrella (SEAL)
Arlene P. Parrella, President

525 551

MR. CLERK: Return to:

R. Marc Goldberg, P. C.
19 E. Fayette Street, Suite 404
Baltimore, Maryland 21202

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, OF PRINCE GEORGE'S COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.

525 552

EXHIBIT A

Real Property referred to:

- (1) 2560 Riva Road, Annapolis, Maryland 21401
- (2) 3381-H 75th Avenue, Landover, Maryland 20785

Real Property owner:

- (1) International Investments - 1984, a general partnership
- (2) Ardmore East Associates

EXHIBIT B

HEWLETT PACKARD
COMPUTER

525 553

DATE	DESCRIPTION		AMOUNT
2/87	Arthur Young	HIP Computer	4,968.00
12/86	Software Center	HIP Software	1,169.00
		TOTAL	6,137.00

NEW COMPUTER SYSTEM

ULTIMATE

DATE	DESCRIPTION		AMOUNT
9/87	Ultimate	Application software	24,100.00
9/87		Hardware	34,962.00
12/87		Printer	3,745.00
		TOTAL	62,807.00

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 27,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Coastal Air Handling & Consolidation, Inc. Address(es) 7525 Connelly Drive
Hanover, Maryland 21076

6. Secured Party Equitable Bank, National Association Address 100 South Charles Street
Baltimore, Maryland 21201
Attention: Deborah Grimm

Documentation Assistant

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors _____ (Seal) Coastal Air Handling & Consolidation, Inc. (Seal)
 _____ (Seal) BY: John L. McClinton, Jr., President (Seal)
 _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

11-189,50

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

SCHEDULE A

525 PWT 555

This Schedule A is attached to and made a part of a Financing Statement by and between Coastal Air Handling & Consolidation, Inc. (the "Debtor") and Equitable Bank, National Association (the "Bank").

Section "F" continued:

1988 Isuzu Truck, model FTR, serial #JALM7A1NXJ3200024
with 20 foot Van body

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SECOND STORY BOOKS, INC.
Address 5507 WILSON LANE, BETHESDA, MD 20814

2. SECURED PARTY

Name MADISON BANK OF MARYLAND
Address 8677 GEORGIA AVENUE
SILVER SPRING, MD 20910

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Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

BOOKS NOW OWNED OR HEREAFTER ACQUIRED AT THE FOLLOWING ADDRESSES:

Name and address of Assuree

- 1) 4836 Bethesda Ave., Bethesda, MD
- 2) 5455 Randolph Rd., Rockville, MD
- 3) 3322 Greenmont Ave., Baltimore, MD
- 4) 2000 P Street, NW, Washington, D.C.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SECOND STORY BOOKS, INC., ALLAN STYPECK
(Signature of Debtor)

Type or Print Above Name on Above Line

ALLAN STYPECK

(Signature of Debtor)

BY: ALLAN STYPECK, PRESIDENT
Type or Print Above Signature on Above Line

MADISON BANK OF MARYLAND BY: Dorothy

(Signature of Secured Party)

S. McClay

Dorothy S. McClay
Type or Print Above Signature on Above Line

VICE PRESIDENT

11

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name(s) (Last Name First) TRI-STATE MARINE DISTRIBUTORS, INC.	2. Debtor(s) Complete Address(es) Route 256 Deal, MD 20751-0100	Maturity date (day) 1/31/2003
3. & 4. Secured Party(ies) and Complete Address(es) William S. Magenau Mary Elizabeth Magenau Post Office Box 257 Davidsonville, MD 21035	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) William S. Magenau Mary Elizabeth Magenau Post Office Box 257 Davidsonville, MD 21035	
7. This financing statement covers the following types (or items) of property (Describe) SEE ATTACHED SCHEDULES		
8. (X) If records are also covered, <input type="checkbox"/> If products or collateral are also covered, <input type="checkbox"/> No. of additional sheets, present:		
Filed with: CIRCUIT COURT CLERK OF Anne Arundel County County, other St. Dept. Assessment		
9. Transaction is <input type="checkbox"/> as not <input checked="" type="checkbox"/> subject to retention of title imposed by Article 9, Sections 217 and 218, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$		
10. This statement to be returned after recitation to Secured Party (ies) above, or to Wayne T. Kosmerl, Esquire Post Office Box 3523 Annapolis, Maryland 21403		
Signature(s) of Debtor(s) Tri-State Marine Distributors, Inc. By: <i>[Signature]</i> Allen F. Scruggs, President		
Signature(s) of Secured Party(ies) or Assignee(s) <i>[Signature]</i> William S. Magenau <i>[Signature]</i> Mary Elizabeth Magenau By (Title)		
NOTE—Type or Print Names Clearly Below Signatures		

2/15 FILING OFFICER COPY

3 PF

PRINTED IN U.S.A.

FINANCE RESERVE ACCOUNTS

Maryland National Bank
Account Number: 07868

Mercury Marine Acceptance Corp.
Account Numbers: M64016656 and M64009882

United Bank and Trust
Account Number: 2-940000-00

First National Bank of Maryland
Account Number: 081-9391-8

First National Bank of Maryland
Account Number: 621-0030-2

Equitable Savings Bank
Account Number: 01-11-963

Equitable Bank, N.A.
Account Numbers: 304H039, 304B039, 504H039,
504B039, and 400H039

All accounts receivable and other finance reserve
accounts as they may exist from time to time.

MAJOR EQUIPMENT AND SYSTEMS

Telephone and Paging System
 Digital Computer
 Fire & Burglar Alarm, Silent Watchman
 Copy Machine (#QK215293)
 2 Air Compressors, Lines & Fittings
 Propane Fork Lift
 Electric Pallet Truck
 2 Storage Trailers (Trecos & Trl tire van)
 Shop Air Conditioners
 Test tanks (concrete drive-in)
 Trash Trailer (hydraulic) (#J23657)
 37 Pallet Rack Sections
 Wall Mounted Motor Racks & Storage Platforms
 Pole Hoists
 Std U-Frames With Casters
 2 Yard Tractors (Serial #9A160910 & 9A63801)
 Travelift (Serial #1221472)
 Pressure Washer
 Video Display
 Portable Building/Office
 Concrete In-Ground Ramp (19h/17.4h)
 Boat Show Platform
 Display Dollies
 Office Equipment and Furniture
 Outdoor Signs and Lights on Poles
 Parts Dept. Cash Register
 Dynamometer
 Mercury, Mercruiser, OMC, Yamaha Tools
 Old International Tractor
 Welding Equipment
 Refrigerators
 Parts Shelving (display and storage)
 Hauling Trailers - Inventory
 Trucks/Vehicles
 Pole Gate on Parking Lot
 Gasoline System

525 ME 561

SHOP EQUIPMENT

Drill Press

Chain hoist, manual type (2)
Hand grinder, electric
Iceboxes (3)
O/B bench mounted fixtures (9)
Bearing greases (2)
Grease guns (4)
Brooms (5)
O/B Storage carts, mobile type (3)
Spray guns (2)
Pneumatic pop riveter (2)
Pneumatic 1/2" drive impact
Sawzall saw, electric
Welding helmets (2)
OMC Stringer Jibs (8)
Lawn mower
Floor jacks (3)
D/A sanders (2)
Bench Grinders (2)
Work benches (9)
Bench vise (9)
Battery load tester
Shovels (2)
Cam bearing tool
Tap & die tool sets (2)
Air chisel
Teleflex gauge tester
Gas water pump, cart mounted
Chain hoist, electric (4)
Air grinder
25' air lines (one w/tire inflator). (13)
1/0 engine dolllys (homemade) (6)
Hydrometers (2)

Test tank skimmer pump 525 #561
brake drum, caliper measurement
Masking paper machines
Shop vacuums (2)
Pressure checker
Containers for rags (3)
5 foot ladders (9)
Jack stands (6)
Heat shrink guns & 3 propane tanks (2)
Floor mounted O/B work stands (2)
Battery chargers (3)
Heat lamps (3)
Power winch (2) - Test tank & rigging shop
Gear oil dispenser (6)
Snap installing tools (2)
Vacuum checker
Creepers (2)
Hand carts (4)
Band saw
Welders (2)
O/B shop test tank
Time clocks (3)
Oil evacuation system
O/B Hand carts (2)
Motor crane, manual
Volt/ohmmeter
55 Gal. drum hand pump
Tractor plow blade
Paint shaker
Bumper jacks (2)
Air tank, portable
Parts washer
Small motor toter (2)
Larger motor toter
Borsch jig saws (3)
Torch set up - acetylene
Drop lights, reel type (10)

STATE OF MARYLAND

525 562

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. bk 453 Pg 341

RECORDED IN LIBER _____ FOLIO _____ ON 8-30-82 (DATE)

1. DEBTOR Anne Arundel Cnty, MD

Name Cordon A. & Marylee Curran

Address 617 Kensington Ave., Sevens Park, MD 21146

2. SECURED PARTY

Name J. Henry Schroder Bank & Trust Company

Address One State Street, New York, NY 10015

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

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51055

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Dated 3/24/88

Ann H. Devereaux
(Signature of Secured Party)

Ann H. Devereaux AT
Type or Print Above Name on Above Line

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STATE OF MARYLAND

525 563

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 28971

RECORDED IN LIBER 412 FOLIO 40 ON 07-21-83 (DATE)

1. DEBTOR

Anne Arundel Cnty, MD

Name Tylar, George & Barbara

Address 41 Stone Drive, ROSADENA, MD

2. SECURED PARTY

Name J. Henry Schroder Bank & Trust Company

Address One State Street, New York, NY 10015

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

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5/10/55

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Dated

3/24/88

(Signature of Secured Party)

Ann H. Derravere

Ann H. Derravere AT
Type or Print Above Name on Above Line

15.50

STATE OF MARYLAND

525 564

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. Bk. 453 Pg. 342

RECORDED IN LIBER _____ FOLIO _____ ON 8/30/82 (DATE)

1. DEBTOR Anne Arundel Cnty., MD

Name LeGrand A. & Joanne R. Benefiel

Address 1439 Bay Head, Annapolis, MD 21403

2. SECURED PARTY

Name J. Henry Schroder Bank & Trust Company

Address One State Street, New York, NY 10004

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

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5/10/85

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Dated 3/24/88

Ann H. Derrevere
(Signature of Secured Party)
Ann H. Derrevere, A.T.
J. Henry Schroder Bank & Trust Company
Type or Print Above Name on Above Line

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STATE OF MARYLAND

525 565

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. Bk. 453 Pg. 340

RECORDED IN LIBER _____ FOLIO _____ ON 8/30/82 _____ (DATE)

1. DEBTOR Anne Arundel Cnty., MD

Name Donald H. Hislop, M.D.

Address 1887 Ritchie Highway, Annapolis, MD 21401

2. SECURED PARTY

Name J. Henry Schroder Bank & Trust Company

Address One State Street, New York, NY 10004

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>

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CLERK

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RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Dated 3/24/88

Ann H. Derrevere
(Signature of Secured Party)
Ann H. Derrevere, A.T.
J. Henry Schroder Bank & Trust Company
Type or Print Above Name on Above Line

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: March 8, 1988

() Not Subject to Recordation Tax

(XX) Subject to Recordation Tax of \$ 88.00
Taxable Amount of Debt \$ 20,000.00

NAME OF DEBTOR (S): Hubig, Inc.
T/A Mattress Store

ADDRESS: P.O. Box 1000
Stevensville, MD 21666

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

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1988 MAR 24 P 9:48

DEBTOR(S):
Hubig, Inc.
T/A Mattress Store
(Company Name)

BY: [Signature]
William Haik, President

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

10 140 30



STATE OF MARYLAND

525 587

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271478

RECORDED IN LIBER 522 FOLIO 469 ON February 3, 1988 (DATE)

1. DEBTOR

Name HEB Equipment Co., Inc.
Address 15223 Molly Pitcher Highway, Greencastle, PA 17225

2. SECURED PARTY

Name Kidde Credit Corporation
Address 30 Washington Center, Hagerstown, MD 21740

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and text for each section.

CHECK FORM OF STATEMENT

HEB EQUIPMENT CO., INC.

By: [Signature]
Dated: 2-18-88

[Signature]
(Signature of Secured Party)
KIDDE CREDIT CORPORATION
Type or Print Above Name on Above Line

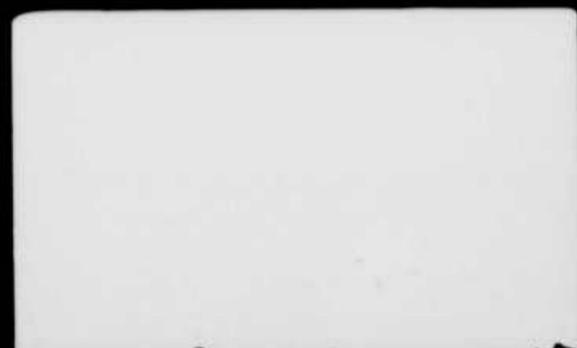


EXHIBIT A

This Exhibit A is attached to and made a part of a UCC-3
between
HEB Equipment Co., Inc. (Debtor) and Kidde Credit
Corporation (Secured Party) regarding an amendment to Original Financing
Statement No. Folio 459, filed on February 3, 1988 with
Anne Arundel County - MD

525 568

The description of the property (Item 4 of the Original Financing Statement)
is hereby amended in its entirety to read as follows:

- (a) All inventory, equipment, machinery, and all other goods of every kind and description (including but not limited to motor vehicles) which are known and identified as "Manlift" or "Grove Manlift" or "Grove" or similar identification, now owned or hereafter acquired by Debtor or in which Debtor has or will have an interest (including but not limited to returned, rejected, or repossessed goods), together with all existing attachments, accessions, and accessories and all existing and future replacements, substitutions, replacement parts, spare parts, and repairs therefor, incorporated therein, attached or affixed thereto, and/or used in connection therewith, and all proceeds of all the foregoing;
- (b) All future attachments, accessions and accessories attached and affixed to and/or used in connection with any item of (a) above;
- (c) Each and every right of the Debtor to the payment of money, whether such right to payment now exists or hereafter arises, arising out of the sale, lease or other disposition of any items in (a) above by the Debtor or under any contract or agreement to render services of any kind, whether or not such right to payment is earned by performance, and howsoever such right to payment may be evidenced, whether or not such right to payment is earned by performance, and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, document, lease, conditional sales agreement, installment sale contract, chattel paper or otherwise, together with all other rights and interest which the Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make such payment or against any of the property of such account debtor or other obligor, and together with all related present and future debt instruments, mortgages receivable, chattel paper, general intangibles (including without limitation, patent rights, copyrights and trademarks), accounts and contract rights of the Debtor; and
- (d) All proceeds (including insurance proceeds) and products of all items described in (a), (b), and (c) above, and all books, records, computer tapes, discs and software relating thereto.

DEBTOR:

HEB EQUIPMENT CO., INC.

By: [Signature]

Title

SECURED PARTY:

KIDDE CREDIT CORPORATION

By: [Signature]

Title

KCC120

1/20/88

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 11,165.79. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) _____ Address(es) _____
T. A. Hardesty & Son 12 Ridgely Avenue
Annapolis, Md. 21401

6. Secured Party Maryland National Bank Address 1713 West Street
Attention Barbara Slacum Annapolis, Md. 21401

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C Accounts: All of the accounts of each Debtor including, without limitation, all debts, notes, receivable drafts, acceptances and similar instruments and documents both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D General Intangibles: All of the general intangibles of each Debtor including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G Specific Equipment: All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral" and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H Other: All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property) (Continued on Schedule A)	RECORD FEE	TAX
	11.00	
	09.50	
	1.50	
	100.00	

Debtor T. A. Hardesty & Son

Secured Party Maryland National Bank

By Thomas A. Hardesty (Seal)
Type name and title, state

By Janice B. Marcellas (Seal)

By Thomas A. Hardesty (Seal)
Type name and title, state

Janice B. Marcellas, Manager
Type name and title

Handwritten notes: 11, 20, 30, 50

525 570

1. One IMT 2115 Folding Industrial Crane
serial #21158813015
Cable-operated PTO
Standard Hydraulic Pump
Speed Control on Remote

525 571

FINANCING STATEMENT

(~~ASSIGNMENT~~ - Termination - ~~ASSIGNMENT~~ - ~~PARTIAL RELEASE~~)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: Land Financing Statement
Liber 465 Folio 103 File No. 248705
Date of Financing Statement August 19, 1983

NAME ADDRESS
1. Debtor(s) (or assignor(s)) No. Street City State
M. V. Construction Corp. 2137 Espey Court Crofton, Maryland 21114

2. Secured Party (or assignee)
SOVRAN BANK / MARYLAND 6610 Rockledge Drive, Bethesda, Maryland 20817
F/K/A Suburban Bank

CHECK THE LINES WHICH APPLY

- A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:



1 PF

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Dated: January 27, 1988

Secured Party:
SOVRAN BANK / MARYLAND
By: Betty L. Talbott
Type Name Betty L. Talbott
Title Commercial Loan Operations Officer

15

525-572

272502

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 4-15-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Odenton Florist, Inc.
Address Rt. 175, 1319 Annapolis Road, Odenton, MD 21113

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned if Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) 8x10x7 3/5 Series II Walk-In Cooler w/Accessories
- One (1) WACM692/75 Refrigerator System

CONDITIONAL SALES CONTRACT

3 Pf

Annapolis #133623

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mrs. J. Heasly Attorney in Fact
(Signature of Debtor)

Odenton Florist, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION

(Signature of Secured Party)

Type or Print Above Signature on Above Line

STATE OF MARYLAND

525-573

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244260

RECORDED IN LIBER 454 FOLIO 109 ON September 15, 1982 (DATE)

1. DEBTOR

Name Robinson Food, Inc. t.a. Shakey's Pizza

Address 490 Ritchie Highway Severna Park, MD 21146

2. SECURED PARTY

Name Allied Lending Corporation

Address 1666 K. Street, N.W., Suite 901 Washington, D.C. 20006

L. Alexandra Cotton

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: All</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>U.S. Small Business Administration Baltimore District Office 630 Oxford Building 8600 La Salle Road Towson, Maryland 21204</p>	

BL

1 PF

ALLIED LENDING CORPORATION

Dated 8 April 88

1550

David Parker

(Signature of Secured Party)

David Parker
Assistant Secretary

Type or Print Above Name on Above Line

STATE OF MARYLAND

525 PAGE 574

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 243250

RECORDED IN LIBER 451 FOLIO 326 ON July 8, 1982 (DATE)

1. DEBTOR

Name Robinson Family Food, Inc. t.a. Shakey's Pizza

Address 490 Ritchie Highway, Severna Park, Maryland 21146

2. SECURED PARTY

Name Allied Lending Corporation

Address 1666 K Street, N.W., Suite 901, Washington, D.C. 20006

L. Alexandra Cotton

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: ALL</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>U.S. Small Business Administration Baltimore District Office 630 Oxford Building 8600 La Salle Road Towson, Maryland 21204</p>	

BL CLEAR

2 PF

ALLIED LENDING CORPORATION

Dated April 8, 1988

1600

David G. Parker

David Parker (Signature of Secured Party)
Assistant Secretary

Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT

525 FIC 575

Identifying File No

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

Indicate amount of taxable debt here

If this statement is to be recorded, send records. Check here

272503

This financing statement Dated March 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name SEVERNA CONCEPTS

Address 406 Headquarters Dr. #208, Millersville, MD. 21108

2. SECURED PARTY

Name FLEET FINANCE, INC.

Address 540 E. Belvedere Ave., Suite 203, Baltimore, MD. 21212

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types for items of property: (List) All monies held now or to be held in the future, by the secured party, as 'reserve (funds/account)' pursuant to that certain (Master Dealer/Broker) Agreement dated March 18, 1988.

1 PF

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to (describe real estate)

X (Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

SEVERNA CONCEPTS

Type or Print Above Name on Above Line

Victor D. Karns

(Signature of Debtor)

Victor D. Karns

Type or Print Above Signature on Above Line

Fleet Finance, Inc

(Signature of Secured Party)

FLEET FINANCE, INC.

Type or Print Above Signature on Above Line

1150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 4/14/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN J. WALL

Address 1591 CROWNSVILLE RD. CROWNSVILLE MD. 21032

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 - NEW KUBOTA TRACTOR MN# B6200DT SN# 63000
- 1 - NEW KUBOTA MOWER RC60-72 21096

Name and address of Secured Party
KUBOTA CREDIT CORPORATION
 P.O. Box 105598
 Atlanta, GA 30348-5598

KUBOTA CONTRACT 13400- 813889

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John J. Wall
(Signature of Debtor)

JOHN J. WALL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

CORP SECY
BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

15 50

272505

525 577

FINANCING STATEMENT FORM UCC-1 5-76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Red-E-Cold, Inc.

Address 8125 Stayton Dr., Jessup, MD 20794

2. SECURED PARTY

Name The Finance Company of America Limited Partnership

Address 7 N. Calvert St., Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) All accounts, accounts receivable, notes, security agreements, mortgages, contract rights, leases, Debtor's interest in equipment under lease and general intangibles, now owned and hereafter created and acquired by Debtor, including the proceeds from covered property in any form; property repossessed by and returned to Debtor is considered part of proceeds. All inventories, wherever located, now in the possession of the Debtor or to be hereafter created or acquired by Debtor including, but not limited to all raw material, work in process, finished goods, merchandise purchased for resale, supplies and materials used in the manufacture, the storage and the shipping of such inventories, all machinery, equipment and other property owned by Debtor which is leased to Third Party Lessees under lease contracts sold to Secured Party by Debtor, together with all additions, parts, fittings and accessories, all replacements and substitutions thereof, and all cash and non-cash proceeds thereof, and all leases sold and assigned to secured party by Debtor. Returns and repossessions are considered inventory.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Red-E-Cold, Inc.

(Corporate or Trade Name)

David Richard

(Signature of Debtor)

DAVID RICHARD

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

The Finance Company of America Limited Partnership

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.50

2 PF

525 and 578

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT
RECORDED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY IN

Roll No. Liber 517, Folio 415

Page No. _____

Identification No. _____

Dated September 4, 1987

1. Debtor(s) { Cross Creek Ent., Inc.
Name or Names—Print or Type
2708 Mountain Road, Pasadena, MD 21122
Address—Street No. City—County State Zip Code

2. Secured Party { York Federal Savings & Loan Association
Name or Names—Print or Type
101 S. George Street, York, PA 17405-7068
Address—Street No. City—County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input type="checkbox"/> D. Other: Amendment (Indicate whether amendment, termination, etc.)</p>

The above referenced Financing Statement is hereby amended by including on Exhibit 1 thereto those matters set forth on Exhibit A, attached hereto and made a part hereof.

Cross Creek Ent., Inc.

By: [Signature]

1
PF

Dated: March 10, 1988

York Federal Savings & Loan Association
Name of Secured Party

By: [Signature]
Signature of Secured Party

[Print Name]
Type or Print (Include Title if Company)

10-80

BEING KNOWN AND DESIGNATED as Lot No. 92, as shown on the Plat entitled, "Final Plat, Plat 2, Section VI, Phase I, FOREST LAKE", which plat is recorded among the Land Records of Harford County in Plat Book CGH. No. 58, folio 103.

BEING KNOWN AND DESIGNATED as Lot Nos. 119 as shown on the Plat entitled, "Final Plat, Plat 3, Section VI, Phase I, FOREST LAKE", which plat is recorded among the Land Records of Harford County in Plat Book CGH. No. 58, folio 104.

BEING KNOWN AND DESIGNATED as Lot Nos. 95 and 96, as shown on the Plat entitled, "Final Plat, Plat 4, Section VI, Phase I, FOREST LAKE", which plat is recorded among the Land Records of Harford County in Plat Book CGH. No. 58, folio 105.

THE SENTINEL TITLE CORPORATION, BEL AIR
Maryland National Title Building
307 South Tolgate Road
Bel Air, Maryland 21034



525 580

272506

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any): 04/14/90

1. Debtor(s) (Last Name, First) and address(es):

Suite, James
559 Mayo Road
Edgewater, Maryland 20137

2. Secured Party(ies) and address(es):

Equitable Bank, N.A.
100 South Charles Street
Baltimore, Maryland 21201

For Filing Officer (Date, Time, Number, and Filing Office):

4. This financing statement covers the following types (or items) of property:

Evinrude outboard motor, model 70TLCC, serial #1802236

5. Assignee(s) of Secured Party and Address(es):

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented:

Filed with: Circuit Court Clerk of Anne Arundel County

James L. Suite

By:

James L. Suite
Signature(s) of Debtor(s)

By:

Equitable Bank
Pat Muen
Signature(s) of Secured Party(ies)

2 PF

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 76

Page No. 361

Identification No. 49376

Dated March 17th, 1986

1. Debtor(s) { John Melvin Fister and Helen Roberta Fister, his wife
Name or Names - Print or Type
Lerch Drive, Shadyside, MD (2747 Rutland Rd.) Davidsonville, MD 21035
Address - Street No. City - County State Zip Code

2. Secured Party { Morgan Guaranty Trust Co of NY as Trustee under Declaration **
Name or Names - Print or Type
c/o 220 East 42nd St., New York, N.Y. 10017
Address - Street No. City - County State Zip Code

3. Maturity Date (if any) August 1, 1991

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> [] The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> [] From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> [] The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> [X] (Indicate whether amendment, termination, etc.)</p>

** of Trust dated 12/9/60 as amended for the Commingled Pension Trust Fund(Fixed Income-Mortgages).

Morgan Guaranty Trust Co of NY as Trustee AFORESAID

Dated: FEB 25 1988 1988.

By: *Jack Hoditz*
Jack Hoditz
Assistant Secretary

Affix Seal

10-52



FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Recordation Tax has been paid on the principal amount of \$ 150,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s):
 Howard S. Pinskey
 Thea B. Pinskey
 Joseph R. O'Brien
 Corrine J. O'Brien
 t/a H & J Realty

Address(es):
 P.O. Box 3380
 Annapolis, Md. 21403

6. Secured Party
 MARYLAND NATIONAL BANK
 Attention: Patricia A. Hicks
 (REIG)

Address: Real Estate and Mortgage Division
~~XXXXXXXXXX~~ 10 Church Circle
~~XXXXXXXXXX~~ P.O. Box 871
~~XXXXXXXXXX~~ Annapolis, Md. 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 21, 19 88 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Howard S. Pinskey (Seal)
 Howard S. Pinskey
Thea B. Pinskey (Seal)
 Thea B. Pinskey
Joseph R. O'Brien (Seal)
 Joseph R. O'Brien
Corrine J. O'Brien (SEAL)
 Corrine J. O'Brien
 H&J REALTY
 By: Howard S. Pinskey (SEAL)
 Howard S. Pinskey, General Partner
 By: Joseph R. O'Brien (Seal)
 Joseph R. O'Brien, General Partner

Secured Party
 MARYLAND NATIONAL BANK
 By: Patricia A. Hicks (SEAL)
 Patricia A. Hicks, Assistant Vice President
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

19

BEGINNING at a point in the westerly line of the Governor Ritchie Highway (Maryland Route 2); said point being the easternmost corner of the lands described herein; and being distant North 35 degrees 34'37" West 114.03 feet from the northernmost corner of the lands of Charles and Edna C. Pumphrey as recorded among the Land Records of Anne Arundel County, Maryland in Liber 1080 folio 98; thence departing said point of beginning so fixed and said Governor Ritchie Highway and binding with the northerly line of TKL-EAST as recorded in a Deed dated January 28, 1985 from Pinsky, et ux. and O'Brien, et ux., to TKL-EAST and recorded among the aforesaid Land Records in Liber 3858 folio 699, and with meridian referred to as Maryland State Grid North.

(1) South 54 degrees 35'23" West, 200.46 feet to a point; thence,

(2) South 82 degrees 03'57" West, 84.02 feet to a point; said point being a corner common to those same lands of TKL-EAST as aforementioned; and the residue of a 0.4419 Acre Parcel of Land of Pinsky, et ux., and O'Brien, et ux., recorded among the Land Records of Anne Arundel County, Maryland in Liber 2885 folio 739; Thence departing said point and continuing,

(3) South 82 degrees 03'57" West, 58.26 feet, for a total distance of 142.28 feet, to a point on the back of curb of the Marley Station Regional Shopping Center Ring Road; thence with said back of curb northerly 101.66 feet along the arc of a curve to the left having a radius of 442.00 feet and chord bearing and

in Liber 3885 folio 337, from Henry L. and Carolyn R. Wein to
TKL-EAST,

(5) North 54 degrees 35'23" East 293.00 feet to a point in
the westerly line of the Governor Ritchie Highway; thence with
said line,

(6) South 35 degrees 14'37" East 161.32 feet to the place
and point of beginning.

CONTAINING 1.0732 Acres of land, more or less, as now
surveyed by Dewberry & Davis, Registered Professional Land
Surveyors in September, 1985.

BEING the residue (0.3198 acres) of that particular parcel
of land (the "second") conveyed by Deed dated August 31, 1976 by
Raymond F. and Anna A. Hines, unto Howard S. and Thea B. Pinsky,
and Joseph R. and Corrine J. O'Brien and further being a portion
of those lands conveyed by Deed dated January 29, 1985, by TKL-
EAST unto Howard S. Pinsky, et al., and recorded among the Land
Records of Anne Arundel County, Maryland in Liber 2885 folio 739
and in Liber 3859, folio 145, respectively.

SUBJECT to certain easements to Baltimore Gas and Electric
Company as recorded among the Land Records of Anne Arundel County
in Liber 3888 folio 779.

SUBJECT to a twenty (20) foot wide easement for ingress-
egress purposes to the C&P Telephone Company recorded among the
Land Records of Anne Arundel County in Liber 3859 folio 145.

525 586

FINANCING STATEMENT

270510

- 1. Name of Debtor: FOREST VILLAGE APARTMENTS JOINT
Address: VENTURE
7779 New York Lane
Glen Burnie, Maryland 21061
- 2. Name of Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION
Address: 100 South Charles Street
Baltimore, Maryland 21201
Attn: Real Estate Finance
Department

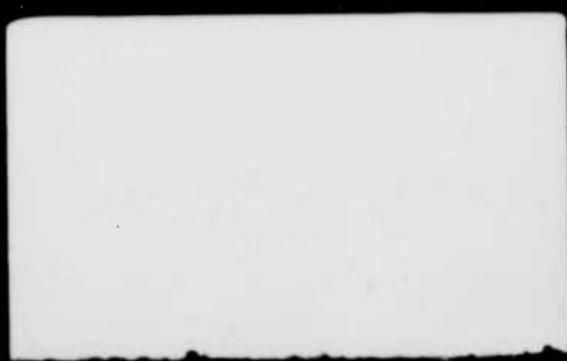
3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in a Deed of Trust dated May 8, 1974, from Debtor to Thomas D. Washbourne and William L. Balfour, Trustees, which Deed of Trust, Assignment is recorded among the Land Records of Anne Arundel County, Maryland in Liber WGL 2673, folio 550.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of

Handwritten initials or mark.



525 587

all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

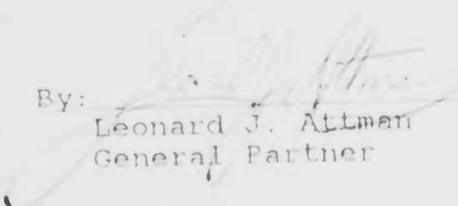
4. Proceeds and products of the collateral are also covered.

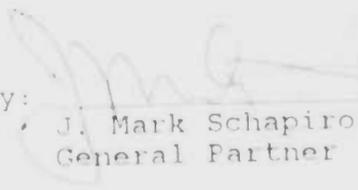
5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

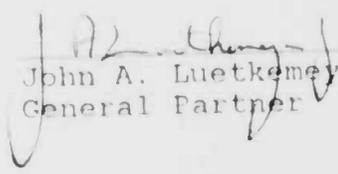
FOREST VILLAGE APARTMENTS
JOINT VENTURE

By: FV ASSOCIATES
General Partner

By:  (SEAL)
Leonard J. Altman
General Partner

By:  (SEAL)
J. Mark Schapiro
General Partner

By:  (SEAL)
Lowell R. Glazer
General Partner

By:  (SEAL)
John A. Luetkemeyer, Jr.
General Partner

DATED: March 29, 1988

Clerk, return to: Shaun F. Carrick, Esquire
Miles & Stockbridge
10 Light Street - Suite 800
Baltimore, MD 21202

PLEASE RECORD WITH: Maryland State Department of Assessments and Taxation
 Anne Arundel County Land Records
 Anne Arundel County Financing Statement Records

525 588

THIS STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. Debtor's (Last Name, First and Address)

BALTIMORE BAKERIES, INC.
Macy's-Harley Station
Third Floor Cafe Arcade
7880 South Ritchie Highway
Glen Burnie, MD 21061

No. of Additional Secured Parties

2. Secured Party's Name and Address

MIDAMERICAN BANK & TRUST COMPANY
4700 West 50th Terrace
Shawnee Mission, Kansas 66201

3. Date

4. File No. (If any) Date Filed

3. This Statement Relates to Original Filing

018460
Anne Arundel City Clerk of Circuit Court

521-382

Filed Date: 12/29/87

- A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. The Secured Party of record releases the following:
- C. Release From the Collateral described in the Financing Statement bearing the above file number.
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor is required if Collateral is added.)

7. Description of Collateral, if Fixtures. Also Legal Description:
See attached exhibit "A" which becomes an integral part of this UCC by reference and attachment.

8. Name(s) of Record Owner(s)

9. Name(s) of Assignee(s) and Address(es)

BALTIMORE BAKERIES, INC.
By: *[Signature]*
Signature of Debtor (Only on Amendment)

MIDAMERICAN BANK & TRUST COMPANY
By: *[Signature]*
Signature of Secured Party

Approved By: *[Signature]*
Secretary of State

FORM UCC-9—MISSOURI UNIFORM COMMERCIAL CODE

10.30

FORM 907 BAL MO 08/84 (REV. 8-83)

EXHIBIT "A"

BALTIMORE BAKERIES, INC.
EQUIPMENT & INVENTORY

Marley Station
Third Floor Cafe Arcade
7880 South Ritchie Highway
Glen Burnie, MD 21061

Nov. 525 1987 549

	MANF.	MODEL	SERIAL#	DATE IN	COST
MIXER	Hobart	HCM300C		11/23/87	\$4,683.00
SHEETER	Anets	SDR4		11/23/87	\$1,886.00
PROOFER	Eastern	PC7236		11/23/87	\$1,021.00
SMALL WARES/SHELVES				11/23/87	\$ 379.89
OVEN		CTB-1		11/23/87	\$1,729.00
HOLDING	Hatco	FSHC		11/23/87	\$1,176.00
SMALLWARES					\$5,900.32
			TOTAL	11/23/87	\$16,775.21
LEASEHOLD IMPROVEMENTS					\$17,755.74

BALTIMORE BAKERIES, INC.

DATE 3-2-92

BY [Signature]
X [Signature]

FINANCING STATEMENT FORM 5001

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 272511

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ LESSEE

Name DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.

Address 1302 Concourse Drive, Linthicum Heights, MD 21090

2. ~~XXXXXXXXXXXXXXXXXX~~ LESSOR

Name COMPUTER SALES INTERNATIONAL, INC.

Address 10845 Olive Boulevard, St. Louis, MO 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Memorex 3266-2 leased by Lessor to Lessee pursuant to E.S. Six to ML 110444 between the parties. Lessor intends that the Equipment remain subject to this filing whether the present location is different than that listed or the Equipment is subsequently moved to a different location. This filing is for notice purposes only. The parties do not believe this transaction is subject to the Uniform Commercial Code.

Equipment Location: 1302 Concourse Drive
Linthicum Heights, Maryland 21090

FILED WITH: Anne Arundel County Clerk of the Circuit Court
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.

Charles M. Reid
(Signature of ~~XXXX~~ Lessee)

Charles M. Reid
Type or Print Above Name on Above Line

(Signature of Debtor)

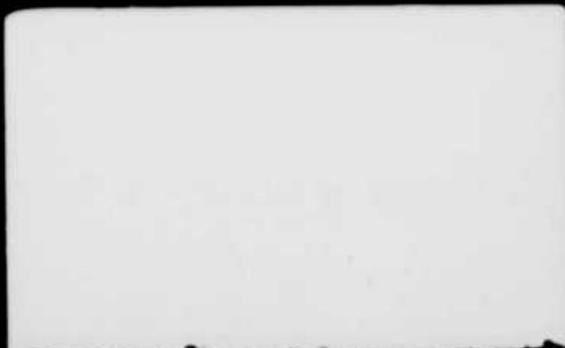
Type or Print Above Signature on Above Line

COMPUTER SALES INTERNATIONAL, INC.

Lorraine S. Cherrick
(Signature of ~~XXXXXX~~ Lessor)

Lorraine S. Cherrick
Type or Print Above Signature on Above Line

1150



STATE OF MARYLAND

FD-525 REG 591

FINANCING STATEMENT FORM 0004

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 272590

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 12/22/98 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT E. STACEY
Address 2182 JOHN HOPKINS RD GAMBILLS, MARYLAND 21054

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.
Address 41 DEFENSE HWY
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 - NEW KUBOTA TRACTOR MN# B4200DT SN# 50660
- 1 - NEW KUBOTA MOWER MN# RC44-42 SN# 10082

Name and address of Lender
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400-813955

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert E. Stacey
(Signature of Debtor)

ROBERT E. STACEY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] SECY-TREAS.
(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.
Type or Print Above Signature on Above Line

1150

5:25 PM 5/32

STATEMENT OF TERMINATION OF FINANCING

RECORD: Land Liber 455 Folio 319 File No. 284795
X Financing Statement

DEBTOR (OR ASSIGNOR)

NAME	ADDRESS
Hardesty and Monroe, Inc. P.O. Box 26 Edgewater, Maryland 21037	

RECORD FEE \$10.00
 POSTAGE \$0.00
 TOTAL \$10.00
 APR 23 1988

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST COMPANY----Church Circle, Annapolis, Maryland

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE ANNAPOLIS BANKING AND TRUST CO.

DATED: April 5, 1988

BY: *Pamela J. Coster*
Secured Party (or Assignee)
Pamela J. Coster, Assistant Vice President

10-
5e



525 593

STATEMENT OF TERMINATION OF FINANCING

Land
RECORD Liber 472 Folio 383 File No. 251696
xxx Financing Statement

DEBTOR (OR ASSIGNOR)

NAME	ADDRESS
Northward Corporation dba Pasadena 4A Rentals & Sales	8004 Jumpers Hole Road Pasadena, Maryland 21122

BY APPOINTMENT 10.00
 POSTAGE .50
 RECEIVED BY 71-157
 10/25/88


SECURED PARTY (OR ASSIGNEE)

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security in the index at the number given above, to remove from the files the Financing Statement filed at that number, and return this Termination Statement to the Debtor at the above address.

DATE: April 9 1988 Robert F. Gerbrick
 Robert F. Gerbrick
 Secured Party

Date April 9 1988 Bernadine A. Gerbrick
 Bernadine A. Gerbrick
 Secured Party



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 207-128 Rev. 2-84

525 504

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
 This Statement refers to original Financing Statement, Identifying File No. 228273 recorded in
 Libe: 413 Folio 11 on 9/25/79 at AA County, Md.

1. DEBTOR(S) Name(s) <u>Annapolis Sailyard, Ltd.</u> Address(es) <u>326 First Street, Annapolis, Maryland 21401</u>	
2. SECURED PARTY Name <u>Maryland National Bank</u> Address <u>1713 West Street, Annapolis, Maryland 21401</u> <u>Maryland National Bank, P.O. Box 1008, Baltimore, Md. 21203</u> <u>Attn: A. Singh M/S 090159</u> Person and Address to whom Statement is to be returned if different from above.	
Check mark below indicates the type and kind of Statement made hereby (Check only one Box.)	
3. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.	
4. <input type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.	
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.	
6. <input checked="" type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)	
7. <input type="checkbox"/> RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.	
1) Debtor's Correct Name: <u>The Annapolis Sailyard, Ltd.</u>	3) Secured Party's address changed to <u>7178 Columbia Gateway Drive</u> <u>Columbia, Maryland 21401</u>
2) See Schedule A' for Collateral description	

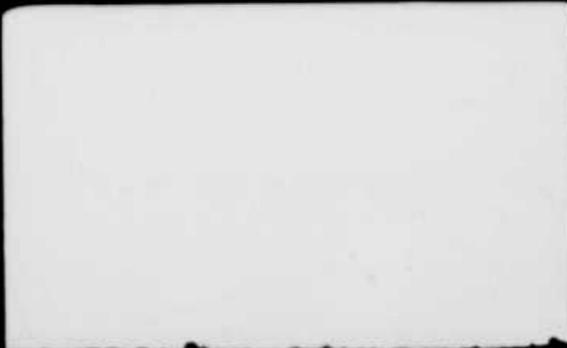
RECORD FEE 10.00
 POSTAGE .50
 #157520 0055 R02 T15:07
 04/25/89

BI
 CLERK

9. SIGNATURES
The Annapolis Sailyard, Ltd.
Michael W. Griffin, President

SECURED PARTY
Maryland National Bank
 By Anjana Singh
Anjana Singh, Retail Finance Officer
 (Type, Name and Title)

DEBTOR(S)
 (Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.



SCHEDULE A

PG. 525 OF 535

All of Undersigned debtor's present and future inventory of new and used boats of all kinds, including those now owned by debtor and those hereafter acquired; and equipment, accessories, and parts now owned or hereafter acquired or attached to any of the foregoing or used in connection therewith and all substitutions and replacement of equipment, accessories, parts and proceed of any of the foregoing and also all of the undersigned Debtor's present and future accounts, chattel paper, general intangibles and contract rights, including rights under policies of insurance and sums payable thereunder and proceeds of any and all of the foregoing.

The Annapolis Sailyard, Ltd.

Michael P. Griffin

Michael P. Griffin, President

3/3/88

DATE

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
 FORM NO. 207-126 Rev. 2-84

525 506

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
 This Statement refers to original Financing Statement, Identifying File No. 152242 recorded in
 Liber 573, Folio 575 on 4/2/86 at AA County, Md.

1. DEBTOR(S):

Name(s) Griffin Ventures, Inc.

Address(es) P.O. Box 3234, Annapolis, Maryland 21401

2. SECURED PARTY

Name Maryland National Bank

Address 1713 West Street, Annapolis, Maryland 21401

Maryland National Bank, P.O. Box 17098, Baltimore, Md. 21201

Person and Address to whom Statement is to be returned if different from above.

Attn: A. Singh, N/S 090159

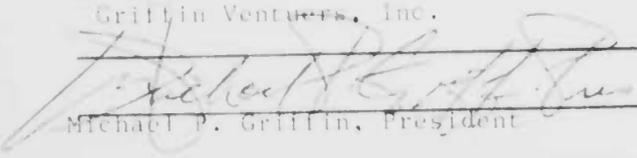
Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

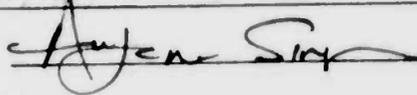
8. 1) Secured Party's address changed to 2) Debtor's address Correction:
7178 Columbia Gateway Drive 209 Severn Avenue
Columbia, Maryland 21046 Annapolis, Maryland 21401

RECORD FEE 10.00
 POSTAGE .50
 #157530 C055 R02 115:07
 04/25/88

9. SIGNATURES.

Griffin Ventures, Inc.

Michael P. Griffin, President

SECURED PARTY

Maryland National Bank
 By 
Anjana Singh, Retail Finance Officer
 (Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
 Type name of each signature and if Company,
 type name of Company and Name and Title of
 Authorized Signer.

525 597

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement identifying File No. 270069 recorded in Liber 518 Folio 504 on 10/6/87 at Anne Arundel County, MD

1. DEBTOR(S) Maryland Pennysaver Group, Inc.
 ADDRESS(ES) 408 Headquarters Drive
Millersville, MD 21108

2. SECURED PARTY Solna, Incorporated
 ADDRESS 6050 Connecticut
Kansas City, MO 64120

Person and Address to whom Statement is to be returned if different from above:
Maryland National Bank, ATTN: G.L. Wilson, P.O. Box 871, Annapolis, MD
21404

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3 CONTINUATION. The original Financing Statement referred to above is still effective.

4 TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6 AMENDMENT. The original Financing Statement is amended as set forth in item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a Not subject to Recordation Tax.
 b Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7 RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8 _____

19.00
50
10/28/87
BL
CLERK

DEBTOR(S) _____
 BY _____ (SEAL)
 BY _____ (SEAL)
 Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY Solna, Incorporated
 BY Mark A. Herman (SEAL)
Mark A. Herman, Finance Manager

To the Clerk. After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

Mail To:
 Maryland National Bank
 Credit Collection Unit
 P.O. Box 871
 Annapolis, Maryland 21404

2737856-0301

10



525 578

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(Check if applicable) To Be Recorded in the Land Records of _____

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement identified by File No. 254389 recorded in Liber 479 Page 150 on 10/30/84 at Clerk of the Court for Anne Arundel County

DEBTOR(S) Somerset Limited T/A O'Toole's Roadhouse Restaurant

ADDRESSES: Glen Burnie Town Center, 7400 Ritchie Highway
Glen Burnie, Maryland 21061

SECURED PARTY MARYLAND NATIONAL BANK ATTENTION Lisa Edwards

ADDRESS MAILSTOP 500-501 Post Office Box 967, Baltimore, Maryland 21203

Name and Address to which Statement is to be returned if different from above:

Check one (1) box indicating the type and kind of Statement made hereby. (Check only one box.)

CONTINUATION: The original Financing Statement referred to above is still effective.

TERMINATION: The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

ASSIGNMENT: The Secured Party of Record has assigned to the Assignee whose name and address appear below in item 2 the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in item 3 below.

AMENDMENT: The original Financing Statement is amended as set forth in item 3 below and/or as Supplement A attached hereto in its entirety by reference. (Signature of Debtor is required. If the statement of amendment is to add collateral, the underlying secured transaction is:

Not subject to Recordation Tax.

Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

RELEASE (Partial or Full): From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in item 3 below.

MARYLAND NATIONAL BANK
1713 West Street
Annapolis, Maryland 21401

RECEIVED MAR 2 8 1984

BL
10.00
100-51
100-51

DEBTOR(S) Somerset Limited T/A
O'Toole's Roadhouse Restaurant
BY Peter C. Martucci, President (SEAL)

PROVIDENT BANK OF MARYLAND
SECURED PARTY: Maryland National Bank
BY JAMES L. STEWART, COMMERCIAL LOAN OFFICER (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in item 2 above.

Mail To:
Maryland National Bank
Credit Code and Unit
P.O. Box 871
Annapolis, Maryland 21404

10

4299418-505



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265899

RECORDED IN LIBER 508 FOLIO 501 ON 2-19-87 (DATE)

1. DEBTOR

Name J. Skevington, Limited

Address 21646 Keeney Mill Road, Freeland, Baltimore County, Maryland 21053

2. DEBTOR

Name John Skevington and Beverly Skevington

Address 21646 Keeney Mill Road, Freeland, Baltimore County, Maryland 21053

3. SECURED PARTY

Name Berry Laminated Products, Inc.

Address 5924 Governor Ritchie Highway, Baltimore, Anne Arundel County, MD 21225

S. Kennon Scott
Hartman and Crain 2660 Riva Road, 4th Floor, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

All equipment, trade fixtures, furniture, lease rights, leasehold improvements, goodwill, trade name and all other assets used in the business known as Berry Laminated Products, located at 5925 Governor Ritchie Highway, Baltimore, Anne Arundel County, MD 21225



Berry Laminated Products, Inc.

Dated April 5, 1988

By: Mary E. Berry, President
(Signature of Secured Party)

Mary E. Berry, President
Type or Print Above Name on Above Line



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266816

RECORDED IN LIBER. 510 FOLIO 138 ON 4-1-87 (DATE)

1. DEBTOR

Name J. Skevington, Ltd. t/a Berry Laminated Products

Address 5924 Ritchie Highway, Glen Burnie, MD 21225

2. SECURED PARTY

Name The Bank of Baltimore Attention: Commercial Loan Department

Address P.O. Box 896, Baltimore, MD 21203

S. Kennon Scott, 2660 Riva Road, 4th Floor, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Inventory, accounts and all equipment.</p>	



Dated

APRIL 7, 1988

The Bank of Baltimore

By:

[Signature]
(Signature of Secured Party)

Michael T. Smith, Assistant Vice President
Type or Print Above Name on Above Line

CC

STATE OF MARYLAND

525 601

FINANCING STATEMENT FORM 9001

Identifying File No. 072513

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 10,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated April 17, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Allmetal Screw Products Corp 021097
Address 200 Executive Drive, Edgewood, NY 11717

2. SECURED PARTY

Name People's Bank
Address 970 Lafayette Boulevard, Bridgeport, CT 05601

R.B. Polivy, Sorokin & Sorokin, P.C., One Corporate Ctr., Hartford, CT 06103
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Goods, machinery, equipment, inventory, accounts, accounts receivable, contract rights and general intangibles as are more particularly described on Schedule A attached hereto.

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE .50
#158190 C237 P02 T10:01
04/26/88

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

ALLMETAL SCREW PRODUCTS CORPORATION
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

PEOPLE'S BANK
Type or Print Above Signature on Above Line

Debtor: Allmetal Screw Products Corp.

Secured Party: People's Bank

pp. 525 and 612

Schedule A

- (a) All goods of Debtor including, without limitation, machinery, equipment, furniture, furnishings, fixtures, tools, parts, supplies and motor vehicles of every kind and description, now or hereafter owned by the Debtor or in which the Debtor may have or may hereafter acquire any interest, located at, upon or about, or attached to, any location, and any accessions to any of such goods;
- (b) All inventory of Debtor including, but not limited to, all merchandise, raw materials, parts, supplies, work in process, finished products intended for sale, rent or lease, and all packaging materials of every kind and description now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, including such inventory as is temporarily out of Debtor's custody or possession and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing, including, among other things, but not limited to, raw materials and finished products and including all other classes of merchandise, materials, parts, supplies, work in process, inventories and finished products intended for sale by Debtor now or hereafter located or contained in or on the premises of the Debtor and in any warehouses or in or on other premises which Debtor may subsequently establish or occupy, including inventory temporarily removed from said premises;
- (c) All contract rights and general intangibles including, without limitation, goodwill, trademarks, trade styles, trade names, patents, patent applications and deposit accounts whether now owned or hereafter created or acquired;
- (d) All accounts and other receivables together with all customer lists, original books and records, ledger and account cards, computer tapes, discs, printouts and records, whether now in existence or hereafter created;
- (e) All documents, warehouse receipts, instruments and chattel paper of Debtor whether now owned or hereafter created; and
- (f) The products and proceeds of all items described in (a) through (e) above, including insurance proceeds.

Some of the above-described collateral may be located at:

1 Parkway Drive Building
7257 Parkway Drive
Hanover, Maryland 21076

525 603

272516

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$ 25.00

To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
The Deringer Group Inc. Joseph J. Deringer, President & Ind. Linda A. Jansson, Secretary	335 Cove Road Riva, Md. 21140

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

One Toshiba T5100 laptop Processor Serial #038146128 Model PA8040U

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor) The Deringer Group Inc. Secured Party (or Assignee)

JJD
Joseph J. Deringer, President

JJD
Joseph J. Deringer, Individually

LJA
Linda Jansson, Secretary

FARMERS NATIONAL
BANK OF MARYLAND

BY *SA*
Sue Adams

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401



135.00

**END
LIBER**